

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING

May 14, 2015

9:00 a.m.

Meeting Location: CFX Boardroom
4974 ORL Tower Road, Orlando, FL 32807

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

Pursuant to Rule 1-1.011, the governing Board for CFX has set aside at least 15 minutes at the beginning of each regular meeting for citizens to speak to the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the public interest is on the Board's agenda, but excluding pending procurement issues. Each speaker shall be limited to 3 minutes.

C. APPROVAL OF BOARD MEETING MINUTES

(Action Item)

1. April 9, 2015 Board Meeting
2. April 9, 2015 Board Workshop

D. APPROVAL OF CONSENT AGENDA

(Action Item)

E. REPORTS

1. Chairman's Report
2. Treasurer's Report
3. Staff's Report

F. REGULAR AGENDA ITEMS

1. **CONSIDERATION TO APPROVE FIFTH AMENDMENT TO CONTRACT OF SALE AND PURCHASE BETWEEN SUBURBAN LAND RESERVE, INC. AND FARMLAND RESERVE, INC. AND CENTRAL FLORIDA EXPRESSWAY AUTHORITY REVISING DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS**
– *Joseph Passiatore, General Counsel*

(Action Item)

2. **AUTHORIZATION TO AWARD CONTRACT TO TRANSCORE, LP FOR TOLL COLLECTION SYSTEM UPGRADE** – *David Wynne, Director of Toll Operations*

(Action Item)

3. **ADOPTION OF RESOLUTION REPEALING THE EQUAL OPPORTUNITY AND BUSINESS DEVELOPMENT POLICY AND ADOPTING THE SUPPLIER DIVERSITY PROGRAM POLICY** – *Iranetta Dennis, Director of Business Development*

(Action Item)

4. **SELECTION OF EXECUTIVE DIRECTOR** – *Michael Scheeringa, Board Member and Chair of Executive Search Committee*

(Action Item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

Note: Any person who decides to appeal any decision made at this meeting will need record of the proceedings and for that purpose, may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

C.1.

April 9, 2015 Board Meeting Minutes

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING April 9, 2015

Board Members Present:

Commissioner Welton G. Cadwell, Lake County (Chairman)
Commissioner S. Scott Boyd, Orange County (Vice Chairman)
Commissioner Brenda Carey, Seminole County (Secretary-Treasurer)
Mayor Buddy Dyer, City of Orlando
Commissioner Fred Hawkins, Jr., Osceola County
Walter A. Ketcham, Jr., Gubernatorial Appointment
Jay Madara, Gubernatorial Appointment
S. Michael Scheeringa, Gubernatorial Appointment

Board Member Not Present

Mayor Teresa Jacobs, Orange County

Non-Voting Advisor Present:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:

Joseph A. Berenis, Deputy Executive Director
Joseph L. Passiatore, General Counsel
Darleen Mazzillo, Recording Secretary/Executive Assistant

CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Chairman Welton Cadwell.

PUBLIC COMMENT

Leonel Masci of Masci General Contractor, Inc. made comments regarding Consent Agenda item #19 later in the meeting.

APPROVAL OF MINUTES

A motion was made by Commissioner Carey and seconded by Commissioner Boyd to approve the March 12, 2015 Board Meeting Minutes as presented. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.

APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval (Exhibit A).

CONSTRUCTION & MAINTENANCE

1. Authorization to Award Contract to Preferred Materials, Inc. for S.R. 417 Milling and Resurfacing from S.R. 50 to Orange/Seminole County Line – Project No. 417-731A (Contract Amount: \$6,343,774.06)
2. Authorization to Award Contract to Arazoza Brothers Corporation for S.R. 429/S.R. 414 Systems Interchange Landscape Improvements – Contract No. 001078 (Contract Amount: \$1,711,071.60)
3. Approval of Contract Renewal with John Brown & Sons for Clearing Right of Way Fence – Contract No. 001031 (Contract Amount: \$100,000)
4. Approval to Award Contract to Prince Contracting, LLC for S.R. 429 from US 441 to North of Ponkan Road – Project 429-202 (Contract Amount: \$56,152,429)
5. Approval of Construction Contract Modifications for the following contracts:
 - a) Contract 417-304 Southland Construction, Inc. (\$429,589.02)
 - b) Contract 417-110 Masci General Contractor, Inc. \$13,841.82
6. Approval of Contract Renewal with Infrastructure Corporation of America (ICA) for S.R. 429 and S.R. 414 Roadway and Bridge Maintenance Services (Contract Amount: \$1,950,471.24)

ENGINEERING

7. Approval of Final Ranking and Authorization to enter into fee negotiations with DRMP, Inc. for S.R. 408 Widening from S.R. 417 to Alafaya Trail – Contract No. 001066

EXPRESSWAY OPERATIONS

8. Approval of Final Ranking and Authorization to enter into fee negotiations with URS Corporation for Design Consultant Services for Single Line Dynamic Message Sign (DMS) Upgrade – Project 599-525
9. Authorization to Advertise for Request for Proposals for Maintenance of ITS Infrastructure System – Contract No. 001113

FINANCE & ACCOUNTING

10. Adoption of Revised Debt Policy and Resolution
11. Adoption of Revised Interest Rate Risk Management Policy and Resolution
12. Approval of the substitution of the Credit Facility for the \$131,025,000 Subseries 2008B-1 Bonds with a Credit Facility provided by Barclays Bank PLC and related amendments to the Authority's Ninth Supplemental Authorizing Resolution

INFORMATION TECHNOLOGY

13. Approval of Purchase Order to Extreme Networks authorized vendor, Carousel Industries for Switches for Local Area Network Communications and Support (Purchase Order Amount: \$79,549.34)
14. Approval of Purchase Order to Great Lakes Computer for Toll Transactions Database Repository (Purchase Order Amount: \$70,722.50)

TOLL OPERATIONS

15. Authorization to Award Contract to TC Delivers for Toll Operations Printing and Mailing Services – Contract No. 001085 (Contract Amount: \$537,967.92)
16. Approval of Supplemental Agreement No. 15-01 with TransCore, LP for Allegro Transponder Replacement – Contract No. 000178 (Supplemental Agreement Amount: Not-to-exceed \$4,496,000)

LEGAL

17. Approval of Settlement Agreement with the Florida Department of Transportation (FDOT) for Reimbursement of \$72,683.93 for Electrical Services at S.R. 429 and Seidel Road
18. Adoption of Resolution Adopting and Approving Schematic Landscape Designs for State Roads 429, 528, 408 and 417
19. Authorization to suspend Masci General Contractor, Inc. from bidding on or participating in any further Authority projects for one year
20. Approval of Settlement Release with National Interstate Insurance Company for repairs on S.R. 408 caused by collision on westbound S.R. 408
21. Adoption of Resolution for the acquisition of Parcel 285 for the construction of the Wekiva Parkway Project 429-205
22. Approval of Mediated Settlement Agreement with Felipe Villagomez-Arriaga for the acquisition of Parcel 177 for the construction of the Wekiva Parkway Project 429-203 (Settlement Amount: \$61,200)
23. Approval of Mediated Settlement Agreement with James V. Cravey for the acquisition of Parcel 180 for the construction of the Wekiva Parkway Project 429-203 (Settlement Amount: \$170,000)
24. Approval of Mediated Settlement Agreement with Jack V. Cravey and Joyce A. Cravey for the acquisition of Parcel 189 for the construction of the Wekiva Parkway Project 429-203 (Settlement Amount: \$570,100)
25. Approval of Mediated Settlement Agreement with Jack V. Cravey, Joyce A. Cravey and James V. Cravey for the acquisition of Parcel 190 for the construction of the Wekiva Parkway Project 429-203 (Settlement Amount: \$345,000)

26. Approval of Settlement/Purchase Agreement with Henry J. and Kathleen R. Dubel for the acquisition of Parcel 237 for the construction of the Wekiva Parkway Project 429-204 (Settlement Amount: \$454,846.75)
27. Approval of Addendum No. 1 to Utility Relocation Agreement with Duke Energy Florida, Inc. for relocation of Duke Energy's Transmission and Distribution Facilities along Projects 429-201 and 429-202
28. Approval of Settlement with Charles and Marian Revell for the acquisition of Parcels 106/806 for the construction of the Wekiva Parkway Project 429-202 (Settlement Amount: \$160,312)
29. Approval of Settlement with Glen M. Revell for the acquisition of Parcels 107/807 for the construction of the Wekiva Parkway Project 429-202 (Settlement Amount: \$106,016)
30. Approval of Settlement with Reinco, Inc. for the acquisition of Parcel 144 for the construction of the Wekiva Parkway Project 429-202 (Settlement Amount: \$3,000)

Consent Agenda #19 was pulled for discussion, which occurred later in the meeting.

A motion was made by Mr. Boyd and seconded by Mayor Dyer to approve the Consent Agenda with the exception of item #19. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.

CHAIRMAN'S REPORT

Chairman Cadwell gave an update on the TIFIA loan:

- Laura Kelley and the team went to Washington to sign the closing documents.
- The loan is at a historically low interest rate of 1.23%.
- The loan will move up the construction schedule by 18 months.
- Construction on the first section will start this summer.

Director of Public Affairs and Communication Michelle Maikisch presented a Resolution for adoption in support of the FL DNT TXT+DRIVE COALITION.

A motion was made by Mr. Scheeringa and seconded by Commissioner Hawkins to adopt the Resolution in support of the FL DNT TXT+DRIVE COALITION. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.

Commissioner Carey suggested that we combine our efforts with local partners to get the message out.

TREASURER'S REPORT

Commissioner Carey reported that toll revenues for February were \$27,534,914 which is 9.2% above projections and 11.6% above prior year. The Authority's total revenues were \$29.7 million for the month.

Total OM&A expenses were \$5.1 million for the month and \$35.1 million year-to-date, which is 14% under budget.

After debt service the total net revenue was \$12.6 million for February and \$100.3 million year-to-date.

STAFF'S REPORT

Deputy Executive Director Joseph Berenis provided the Staff Report in written form.

REGULAR AGENDA ITEMS

1. UPDATE ON REGIONAL TRANSPORTATION PROJECTS

a) FDOT District Five

Frank O'Dea, P.E., Director of Transportation Development, presented an overview of the District 5 Work Program.

b) Florida's Turnpike Enterprise

Ms. Shannon Estep, MPO Liaison, presented an overview of the Florida's Turnpike Enterprise Work Program.

Commissioner Carey mentioned the poor timing of the SR 417 Widening Project from Aloma Ave. to SR 434 in FY 2016, considering it will be an alternative during the construction of the I-4 Ultimate Project.

c) Osceola County Expressway Authority

Atlee Mercer, Chairman of the Osceola County Expressway Authority and Chairman of TEAMFL, presented a map of the projects in the Osceola County Expressway Authority 2040 Master Plan and a video made by TEAMFL entitled, "Tolling – A Proven Mobility Option."

d) Wekiva Parkway

Mary Brooks, QCA, Joint Agency Public Information Officer, made a presentation regarding the Wekiva Parkway Project.

2. ACCEPTANCE OF DHSMV DATA SECURITY REPORT

During the period of December 1, 2015 to December 18, 2014 CFX's Internal Auditor, Protiviti performed a Data Security Assessment of the Department of Highway Safety and Motor Vehicles (DHSMV) data within the CFX environment.

Mr. David Taylor of Protiviti reported that Internal Audit identified zero (0) observations that should be addressed in order to enhance CFX's Driver's License or Motor Vehicle Data Exchange process. The CFX Audit Committee has reviewed and accepted the Report.

A motion was made by Commissioner Carey and seconded by Mr. Madara to accept the DHSMV Data Security Report as presented. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.

3. UPDATE ON EXECUTIVE DIRECTOR SEARCH

Michael Scheeringa gave an update on the Executive Director Search.

Highlights:

- We are on track with the schedule that was initially laid out.
- We are at the end of the candidate filtering phase.
- As of today, we have six (6) qualified candidates who have affirmed their desire to participate in the process.
- There are 12 – 15 additional qualified candidates that have not yet affirmed their desire to participate in the process.
- April 17 is the deadline for affirmation by all candidates.
- We are abiding by Florida's Government in the Sunshine Laws.

Schedule:

- After April 17 the committee will down-select to 5 or 6 candidates.
- On April 23 and 24 the committee will hold interviews with the 5 or 6 candidates.
- The committee will further down-select to 2 or 3 candidates.
- The Board Members will interview the 2 or 3 candidates in the first week of May.
- A recommendation will be made at the May 14 Board meeting.

(The following item was taken out of agenda order.)

APPROVAL OF CONSENT AGENDA ITEM #19 - AUTHORIZATION TO SUSPEND MASCI GENERAL CONTRACTOR, INC. FROM BIDDING ON OR PARTICIPATING IN ANY FURTHER AUTHORITY PROJECTS FOR ONE YEAR

Director of Construction & Maintenance Ben Dreiling explained the circumstances in this matter. In summary, Masci certified under oath that it had paid Peteco almost \$1.4 million, when in fact it had only paid Peteco roughly \$230,000. Masci's conduct is a material breach of the terms of the Contract for several reasons, including failing to maintain accurate records of payments, subletting work without the Authority's prior approval, and failing to provide documentation supporting a good faith effort to meet the stated M/WBE objective. (See attached Exhibit "B" – CFX Memorandum and supporting documents.)

Staff recommends that the Board suspend Masci General Contractor, Inc. from bidding on or participating in any further Authority projects for one year commencing from the date of Board approval.

Leonel Masci of Masci General Contractor, Inc. provided his comments on this matter. (See attached Exhibit "C" - letter from Leonel A. Masci dated April 3, 2015.)

A motion was made by Commissioner Hawkins and seconded by Commissioner Boyd to approve the staff's recommendation to suspend Masci General Contractor, Inc. from bidding on or participating in any further Authority projects for one year. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.

Commissioner Carey suggested that staff look at our policy regarding interrelated companies to make sure we have sufficient checks and balances in place.

4. APPROVAL OF ATTORNEYS AND EXPERTS FOR S.R. 528 CORRIDOR ACQUISITION

General Counsel Joseph Passiatore presented three procurement matters for the S.R. 528 corridor acquisition.

a) Cooperative Purchase Agreement with Mateer & Harbert, P.A.

Board approval is requested to execute an agreement with Mateer & Harbert, P.A. in the not-to-exceed amount of \$975,000 for an initial three-year term to provide right-of-way support services including pre-condemnation counseling, pre-order of taking and order of taking services, post order of taking, pretrial and trial services and other related services as needed. The Right-of-Way Committee recommended approval of this agreement on March 25, 2015.

Mr. Passiatore explained that this will be a cooperative purchase (piggyback) agreement based on a contract between Mateer and the Orange County School Board (OCSB) for the same services, which will allow us to take advantage of the favorable rates already negotiated by OCSB. The response to the OCSB request for proposals was originally submitted by Wilson, Garber & Small, P.A. as a joint-ventured response with Swann, Hadley, Stump, Dietrich & Spears. The eminent domain portion of the contract was then transferred from Wilson, Garber to Mateer when Jay Small moved to the latter firm.

Discussion ensued amongst the Board Members, in particular regarding the cooperative purchase (piggyback) agreement and All Aboard Florida timing issues.

A motion was made by Commissioner Carey and seconded by Mr. Ketcham to approve the execution of a cooperative purchase agreement with Mateer & Harbert, P.A. in an amount not-to-exceed \$975,000 for an initial three-year term. The motion failed by a vote of 4 to 4 with Commissioner Carey, Mayor Dyer, Mr. Ketcham and Commissioner Hawkins voting AYE by voice vote and Commissioner Cadwell, Commissioner, Boyd, Mr. Madara and Mr. Scheeringa voting NO by voice vote; Mayor Jacobs was not present.

A motion was made by Commissioner Boyd and seconded by Commissioner Hawkins to instruct staff to issue an RFP immediately for right-of-way support services for the S.R. 528 corridor acquisition, go back through the Right-of-Way Committee and come back to the Board for approval at the June Board Meeting. The motion carried with seven (7) members voting AYE by hand vote and Commissioner Carey voting NO by hand vote; Mayor Jacobs was not present.

b) Addendum No. 1 to Contract No. 001092 with Hanson Real Estate Advisors, Inc.

On January 13, 2015 Contract No. 001092 was executed with Hanson Real Estate Advisors, Inc. to provide appraisal services to the Authority for four parcels associated with the rail corridor to be used by All Aboard Florida south of S.R. 528. The hiring of Hanson was an exempt procurement for the services as allowed by the Procurement Policy.

Staff requests Board approval of Addendum No. 1 to revise the scope of work to include the additional services and increase the amount of the contract by \$125,000 for the preparation of condemnation appraisal reports for those properties. The Right-of-Way Committee approved the increase at its meeting on March 25, 2015.

A motion was made by Commissioner Carey and seconded by Mayor Dyer to approve Addendum No. 1 to Contract No. 001092 with Hanson Real Estate Advisors, Inc. in an amount not-to-exceed \$125,000. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.

c) Task Order No. 1 for Planning Services for Kelly, Collins & Gentry, Inc. – Contract No. 001099

At the February 2015 meeting, the Board awarded Contract No. 001099 to Kelly, Collins & Gentry, Inc. (KCG) in the not-to-exceed amount of \$300,000 to provide right-of-way support services. Board approval is requested for Task Order No. 1 to that contract in the amount of \$64,726. This Task Order authorizes KCG to provide land planning, engineering support services and wetland support services involving the acquisition of parcels owned by BalBay Realty Ltd., Carlsbad Orlando LLC, Mattamy (Jacksonville) Partnership and B and M Investment LLC. The Right-of-Way Committee recommended approval of Task Order No. 1 on March 25, 2015.

A motion was made by Commissioner Carey and seconded by Mayor Dyer to approve Task Order No. 1 with Kelly, Collins & Gentry, Inc. in the amount of \$64,726. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.

BOARD MEMBER COMMENT

Mayor Dyer relayed comments from a colleague who had a very good experience with a toll collector at the Airport Toll Plaza upon his arrival to Orlando.

ADJOURNMENT

The Chairman adjourned the meeting at 10:25 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 2015.

Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at publicrecords@CFXWay.com or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, video tapes of Board meetings commencing July 25, 2012 are available at the CFX website, www.expresswayauthority.com

C.2.

April 9, 2015 Board Workshop Minutes

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD WORKSHOP April 9, 2015

Board Members Present:

Commissioner Welton G. Cadwell, Lake County (Chairman)
Commissioner S. Scott Boyd, Orange County (Vice Chairman)
Commissioner Brenda Carey, Seminole County (Secretary-Treasurer)
Mayor Buddy Dyer, City of Orlando
Commissioner Fred Hawkins, Jr., Osceola County
Walter A. Ketcham, Jr., Gubernatorial Appointment
Jay Madara, Gubernatorial Appointment
S. Michael Scheeringa, Gubernatorial Appointment

Board Member Not Present

Mayor Teresa Jacobs, Orange County

Non-Voting Advisor Not Present:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:

Joseph A. Berenis, Deputy Executive Director
Joseph L. Passiatore, General Counsel
Darleen Mazzillo, Recording Secretary/Executive Assistant

CALL TO ORDER

The workshop was called to order at 10:42 a.m. by Chairman Welton Cadwell.

PUBLIC COMMENT

There was no public comment.

DISCUSSION REGARDING 2040 MASTER PLAN

(See attached presentation, attached as Exhibit "A")

Director of Engineering, Glenn Pressimone gave an overview of the CFX 2040 Master Plan.

The purpose of the Master Plan is to establish policies for future decisions on existing system improvements, revenue/tolling, system expansion projects and multi-modal transportation.

Upcoming activities:

- CFX vision
 - Foundation for all Master Plan decisions
- Master Plan Elements
 - Existing System
 - Revenue/Tolling
 - Expansion Projects
 - Multi-Modal Transportation
- Policies

Mr. Pressimone talked about setting the vision for the Master Plan, which has been expanded to include additional jurisdictions, multi-modal options and additional roadway miles due to the creation of the Central Florida Expressway Authority.

Mr. Pressimone presented the Master Plan schedule. Currently we in the data collection and community outreach phases. Board Workshops are anticipated April through September. We will identify and evaluate expansion projects and multi-modal options this summer/fall. A public meeting will take place in January 2016. The final report is expected to be completed in March 2016.

Dr. Henry Fishkind, Ph.D. of Fishkind and Associates, Inc. presented an economic overview for the U.S. and Central Florida for 2015 to 2017 and beyond.

The Board asked questions and provided comments for staff's direction in preparation of the Master Plan.

BOARD MEMBER COMMENT

There were no comments from the Board members.

ADJOURNMENT

The Chairman adjourned the meeting at 11:30 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 2015.

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D.

Consent Agenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA

May 14, 2015

CONSTRUCTION & MAINTENANCE

1. Approval of Supplemental Agreement No. 1 with Ayres Associates, Inc. for Systemwide Overhead Sign Inspection Services – Contract No. 000988 (Supplemental Agreement Amount: \$86,000)
2. Authorization to advertise for construction bids for S.R. 417 Ramp Improvements at S.R. 528 – Project No. 599-126/Contract No. 001117
3. Authorization to advertise for construction bids for S.R. 408/S.R. 417 Interchange Improvements Phase 1 – Project No. 253F/Contract No. 001118
4. Authorization to advertise for construction bids for S.R. 417 Milling and Resurfacing from International Drive to Moss Park Road – Project No. 417-733/Contract No. 001119
5. Authorization to award contract to GAI Consultants, Inc. for Construction Engineering and Inspection Services for S.R. 429 Wekiva Parkway from North of Ponkan Road to North of Kelly Park Road – Project No. 429-203/Contract No. 001038 (Contract Amount: Not-to-Exceed \$3,900,000)
6. Authorization to award contract to United Signs & Signals, Inc. for S.R. 408, S.R. 417 and S.R. 429 Guide Sign Improvements – Project No. 599-729/Contract No. 001103 (Contract amount: \$735,801.83)
7. Authorization to Advertise for Design-Build Services for Backup Data Center – Contract No. 001122
8. Approval of Construction Contract Modifications with Southland Construction, Inc. for S.R. 429/Schofield Road Interchange - Contract No. 429-305 (Contract Modifications Amount: \$181,544.40)

ENGINEERING

9. Approval of Supplemental Agreement No. 1 with WBQ Design & Engineering, Inc. for Miscellaneous Design Consultant Services – Contract No. 000817 (Supplemental Agreement Amount: Not-to-exceed \$750,000)
10. Approval of Supplemental Agreement No. 7B with Dewberry Engineers, Inc. d/b/a Dewberry/Bowyer-Singleton for Post Design Services on S.R. 417/Boggy Creek Road Interchange Phase III - Project 417-301/Contract No. 000979 (Supplemental Agreement Amount: \$128,626)
11. Approval to pay permit fee of \$61,000 to the Florida Fish and Wildlife Conservation Commission for the cost to relocate gopher tortoises on Project 429-202

EXECUTIVE

12. Approval of EDC membership in the amount of \$50,000
13. Authorization to advertise a Request for Qualifications for Federal Advocacy Services

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

FINANCE & ACCOUNTING

14. Adoption of Revised Investment Policy and Resolution
15. Authorization to dispose of broken/obsolete equipment

INFORMATION TECHNOLOGY

16. Approval of Purchase Order with North American Communications Resources for Interactive Voice Response Self-Service System (Purchase Order amount: \$197,780.29)

LEGAL

17. Authorization to provide counter-offer on business damages claim in the amount of \$30,000 exclusive of legal and expert fees and to serve an Offer of Judgment in the amount of \$30,000 for Wekiva Parkway Parcel 197 – Vickie Davis d/b/a Bay Hills Equestrian Center
18. Approval of Subordination of Easements Agreement with Duke Energy Florida, Inc. for SR 429 Wekiva Parkway Project 429-204 relating to Parcels 237, 238, 252, 262, 264 & 256
19. Adoption of Resolutions for the acquisition of Parcels 311/811, 312, 313, 315, 316/816, 318, 319, 320/820, 322/822, 328, 330/730, 331, 332, 335 & 336 for the construction of SR 453 Wekiva Parkway Project 429-206
20. Adoption of Resolutions for the acquisition of Parcels 287/887, 288, 289/989, 890 & 292 for the construction of SR 429 Wekiva Parkway Project 429-205
21. Approval to tender an Offer of Judgment in the amount of \$40,001 for Parcel 232 (Mega GNG, LLP, et al), Wekiva Parkway Project 429-203
22. Approval of settlement of all claims for Parcel 229 (Gracie J. Gillis), Wekiva Parkway Project 429-203 for \$56,995 for full compensation plus \$15,000 for all attorney's fees, expert fees and costs
23. Approval to tender an Offer of Judgment in the amount of \$20,001 for Parcel 170 (VIP Properties, LLC, et al), Wekiva Parkway Project 429-203
24. Approval to tender an Offer of Judgment in the amount of \$29,001 for Parcel 233 (Chin-Hsia Huang, Rong Tsai Wu, et al), Wekiva Parkway Project 429-203

TOLL OPERATIONS

25. Approval of Supplemental Agreement No. 15-01 with Florida Toll Services for Toll Facilities Operations and Management Services – Contract No. 000154 (Supplemental Agreement Amount: \$3,444,132)

(End of Consent Agenda)


CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: April 28, 2015

RE: Approval of Supplemental Agreement No. 1
Ayres Associates, Inc., for Systemwide Overhead Sign Inspection Services
Contract No. 000988

Board approval is requested for Supplemental Agreement No. 1 to the referenced contract with Ayres Associates, Inc., in the amount of \$86,000.00 to perform inspections of additional overhead signs throughout the system.

Contract Amount	\$400,000.00
This Adjustment	<u>\$ 86,000.00</u>
Revised Contract Amount	\$486,000.00

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Ben Dreiling, Director of Construction and Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Systemwide Overhead Sign Inspection Services
Contract No. 000988
Supplemental Agreement No. 1

This Supplemental Agreement entered into this 14th day of May, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY herein referred to as the "Authority", and AYRES ASSOCIATES, INC., herein referred to as the "Consultant", the same being supplementary to the Contract by and between the aforesaid, dated July 24, 2014, for the cost of providing systemwide overhead sign inspection services, in Orange County, Florida.

1. The Authority wishes to update the list of signs to be inspected as shown in the attached Attachment A, with an increase in compensation of \$86,000.00 based on the Compensation Rates included in Exhibit B of the Contract, and
2. The Consultant hereby accepts and agrees to perform the inspections in accordance with Attachment A, with an increase in compensation, and
3. The Authority and Consultant agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the original Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 1 is necessary to update the list of signs to be inspected and to increase the compensation to the Consultant.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Systemwide Overhead Sign Inspection Services

Contract No.: 000988

Amount of Changes to this document: \$86,000.00

This Supplemental Agreement No. 1 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

AYRES ASSOCIATES, INC.

By: _____
Signature

Print Name: _____

Title: _____

Witness: _____

Witness: _____

Attachment A

Structure No.	Inspect. Due Date	Last Routine Inspection	Structure Type
75S619	Mar-15	3/6/2013	Bridge
75S621	Mar-15	3/6/2013	Bridge (DMS)
75S622	Mar-15	3/6/2013	Bridge (DMS)
75S623	Mar-15	3/6/2013	Cantilever
75S625	Mar-15	3/6/2013	Cantilever
75S626	Mar-15	3/6/2013	Cantilever
75S629	Mar-15	3/6/2013	Cantilever
75S630	Mar-15	3/6/2013	Cantilever
75S634	Mar-15	3/6/2013	Cantilever
75S636	Mar-15	3/6/2013	Bridge
75S952	Mar-15	3/4/2013	Cantilever
75S955	Mar-15	3/4/2013	Cantilever
75S945	Mar-15	3/4/2013	Bridge
75S946	Mar-15	3/7/2013	Bridge
75S949	Mar-15	3/7/2013	Bridge (DMS)
75S950	Mar-15	3/7/2013	Bridge (DMS)
75S951	Mar-15	3/7/2013	Bridge
75S953	Mar-15	3/4/2013	Cantilever
75S954	Mar-15	3/4/2013	Cantilever
75S956	Mar-15	3/4/2013	Cantilever
75S959	Mar-15	3/4/2013	Butterfly
75S960	Mar-15	3/7/2013	Butterfly
75S961	Mar-15	3/7/2013	Butterfly
75A181	Mar-15	N/A	Bridge
75A182	Mar-15	N/A	Bridge

75S628	Apr-15	4/4/2013	Bridge (DMS)
75S624	Apr-15	4/4/2013	Cantilever
75S627	Apr-15	4/4/2013	Bridge (DMS)
75S631	Apr-15	4/4/2013	Cantilever
75S632	Apr-15	4/4/2013	Bridge
75S967	Apr-15	4/2/2013	Bridge
75S968	Apr-15	4/2/2013	Bridge
75S969	Apr-15	4/2/2013	Bridge
75S966	Apr-15	4/2/2013	Bridge
75S776	Apr-15	4/2/2013	Bridge
75S774	Apr-15	4/2/2013	Cantilever
75S784	Apr-15	4/1/2013	Cantilever
75S783	Apr-15	4/3/2013	Cantilever
75S786	Apr-15	4/3/2013	Cantilever
75S789	Apr-15	10/30/2014	Cantilever
75S775	Apr-15	4/9/2013	Bridge (DMS)
75S790	Apr-15	4/1/2013	Bridge (DMS)
75S792	Apr-15	4/10/2013	Bridge
75S793	Apr-15	4/10/2013	Bridge (DMS)
75S794	Apr-15	4/10/2013	Bridge (DMS)
75S791	Apr-15	4/1/2013	Bridge (DMS)
75S800	Apr-15	4/10/2013	Bridge
75S788	Apr-15	4/1/2013	Cantilever
75S785	Apr-15	4/1/2013	Cantilever
75S773	Apr-15	4/3/2013	Cantilever
75S778	Apr-15	4/3/2013	Cantilever
75S780	Apr-15	4/3/2013	Cantilever
75S787	Apr-15	4/3/2013	Cantilever

Attachment A

75S801	May-15	05/14/2013	Bridge
75S802	May-15	05/14/2013	Cantilever
75S804	May-15	05/13/2013	Cantilever
75S805	May-15	05/13/2013	Cantilever
75S807	May-15	05/13/2013	Cantilever
75S808	May-15	05/14/2013	Bridge
75S809	May-15	05/13/2013	Cantilever
75S810	May-15	05/13/2013	Cantilever
75S811	May-15	05/14/2013	Cantilever
75S812	May-15	05/14/2013	Cantilever
75S813	May-15	05/13/2013	Cantilever
75S814	May-15	05/13/2013	Bridge
75S815	May-15	05/13/2013	Cantilever
75S816	May-15	05/13/2013	Cantilever
75S970	May-15	05/01/2013	Cantilever
75S971	May-15	05/01/2013	Cantilever
75S972	May-15	05/01/2013	Cantilever
75S973	May-15	05/01/2013	Cantilever
75S974	May-15	05/02/2013	Bridge
75S975	May-15	05/02/2013	Bridge
75S976	May-15	05/02/2013	Cantilever
75S977	May-15	05/01/2013	Cantilever
75S978	May-15	05/01/2013	Cantilever

75S045	Jun-15	06/14/13	Cantilever
75S075	Jun-15	06/14/13	Cantilever
75S454	Jun-15	06/15/13	Cantilever
75S540	Jun-15	06/15/13	Cantilever
75S803	Jun-15	06/15/13	Cantilever
75S806	Jun-15	06/15/13	Cantilever
75S071	Jun-15	06/14/13	Bridge
75S537	Jun-15	06/15/13	Cantilever
75S981	Jun-15	06/28/13	Cantilever
75S983	Jun-15	06/28/13	Cantilever
75S985	Jun-15	06/16/13	Cantilever
75S986	Jun-15	06/16/13	Cantilever
75S987	Jun-15	06/16/13	Cantilever
75S988	Jun-15	06/28/13	Cantilever
75S620	Jun-15	06/15/13	Cantilever
75S633	Jun-15	06/15/13	Cantilever
75S635	Jun-15	06/15/13	Cantilever
75S979	Jun-15	06/28/13	Bridge
75S980	Jun-15	06/28/13	Bridge
75S982	Jun-15	06/28/13	Bridge
75S984	Jun-15	06/28/13	Bridge (DMS)

75S539	Jul-15	07/20/13	Cantilever
75S556	Jul-15	07/21/13	Cantilever
75S561	Jul-15	07/21/13	Bridge
75S563	Jul-15	07/21/13	Cantilever
75S564	Jul-15	07/21/13	Cantilever
75S565	Jul-15	07/21/13	Cantilever
75S566	Jul-15	07/20/13	Cantilever
75S567	Jul-15	07/21/13	Bridge

CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
AYRES ASSOCIATES, INC.**

**SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES
CONTRACT NO. 000988**

**CONTRACT AMOUNT: \$400,000.00
CONTRACT DATE: JULY 24, 2013**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES
CONTRACT NO. 000988**

July 2013

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

**Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, Ex-Officio Member**

Executive Director

Max Crumit, P.E.

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES
CONTRACT NO. 000988**

This Contract is made this 24th day of July, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and AYRES ASSOCIATES, INC., 8875 Hidden River Parkway, Suite 200 Tampa, Florida 33637-1035, hereinafter the CONSULTANT:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONSULTANT to provide overhead sign inspection services; and,

WHEREAS, on or about June 13, 2013, the CONSULTANT entered into an agreement with the State of Florida Department of Transportation (FDOT) (identified as Contract No. C-9B40) to provide the same services as required by the AUTHORITY; and,

WHEREAS, letters of interest seeking qualified consultants to perform such services for the AUTHORITY was not required because the CONSULTANT has an existing contract with the FDOT for the same services to be provided hereunder and the AUTHORITY has decided to contract with CONSULTANT for the performance of the services described herein under the same conditions previously negotiated by the FDOT; and,

WHEREAS, the CONSULTANT agrees to provide the services under the same terms and conditions as included in its contract with the FDOT, a copy of which is attached to this Contract, and such additional terms and conditions as may detailed below;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by the AUTHORITY.

2. CONTRACT TERM AND TERMINATION

The term of the Contract will be two (2) years from the date stated in the Notice to Proceed from the AUTHORITY. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONSULTANT with written notice of its intent at least 60 days prior to the expiration of the initial two-year Contract Term and any renewals.

Termination shall be according to the CONSULTANT's agreement with the FDOT.

3. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONSULTANT's contract with the FDOT. The Contract amount shall not exceed \$400,000.00 during the term of the Contract unless amended by mutual agreement of the parties.

4. CONSULTANT INSURANCE

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONSULTANT's contract with the FDOT. Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance. The acceptance of delivery by the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

5. INDEMNITY

The CONSULTANT shall indemnify and hold harmless AUTHORITY and all of its respective officers, agents, CONSULTANT's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses, judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to material breach of the Contract by the CONSULTANT (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subcontractors, officers, agents or employees). CONSULTANT will not be liable for damages

arising out of injury or damage to persons or property directly caused or resulting from the negligence or intentional act of the AUTHORITY or any of its officers, agents or employees.

6. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONSULTANT in conjunction with this Contract (including without limitation CONSULTANT Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify the AUTHORITY. Thereafter, CONSULTANT shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONSULTANT to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONSULTANT to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

7. PRESS RELEASES

CONSULTANT shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, without first notifying AUTHORITY and securing its consent in writing.

8. PERMITS, LICENSES, ETC.

Throughout the term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONSULTANT acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. The CONSULTANT acknowledges that it has read, and to the extent applicable, acknowledges that it will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONSULTANT shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will by reference be made a part of this Contract as though set forth in full.

10. NONDISCRIMINATION

CONSULTANT, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

11. SUBLETTING AND ASSIGNMENT

CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of the AUTHORITY, which shall not be unreasonably withheld, denied or conditioned. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

12. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

13. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

14. RELATIONSHIPS

CONSULTANT acknowledges that no employment relationship exists between AUTHORITY and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

15. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

15.1 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

15.2 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

16. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

CONSULTANT shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

17. STANDARD OF CARE. The standard of care applicable to CONSULTANT's services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.


18. CONSTRUCTION MEANS AND METHODS. CONSULTANT shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such construction contractors' failure to perform work in accordance with the contract documents.

19. WAIVER OF CONSEQUENTIAL DAMAGES. Under no circumstances shall either AUTHORITY or CONSULTANT be liable to the other for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence.


20. FORCE MAJEURE. In no event shall either AUTHORITY or CONSULTANT have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

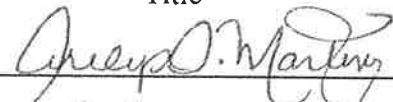
IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first written above. This Contract was awarded by the Authority's Board of Directors at its meeting on July 24, 2013.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY


By: 
Director of Procurement

AYRES ASSOCIATES, INC.

By: 
Print Name: Hisham N. Sunna
Vice President
Title

Attest:  (Seal)
Date: 7/29/13

Approved as to form and execution, only.


General Counsel for the AUTHORITY



Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 S Woodland Boulevard
DeLand, Florida 32720

ANANTH PRASAD, P.E.
SECRETARY

June 13, 2013

Mr. Hisham Sunna, P.E.
Vice President
Ayres Associates, Inc.
8875 Hidden River Parkway Suite 200
Tampa, FL 33637-1035

Subject: Districtwide Sign and Highmast Lightpole Inspection
Financial Project ID No. 412456-1-72-06
Standard Professional Services Agreement, Contract No. C-9B40

Dear Mr. Sunna:

This is your authorization to begin work on the project referenced above, pursuant to the agreement dated June 13, 2013 between your firm and the Florida Department of Transportation.

Engineering services under this contract are to be completed on or before June 12, 2015.

Sincerely,

Alan E. Hyman, PE
Director of Transportation Operations
District Five

AEH/lmh

cc: Financial Services file
Professional Services file

STANDARD PROFESSIONAL SERVICES AGREEMENT

Contract No. C-9B40
FDOT Financial ID No.(s) 412456-1-72-06

Appropriation Bill Number(s)/Line Item Number(s) for

1st year of contract, pursuant to s. 216.313, F.S. N/A

(required for contracts in excess of \$5 million)

F.A.P. No. N/A

THIS AGREEMENT, made and entered into this 13TH day of JUNE 2013, by and
(This date to be entered by DOT only)
between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the
Department and Ayres Associates, Inc.

(F.E.I.D. No. F390965082-001) of 8875 Hidden River Parkway Suite 200 Tampa, FL 33637-1035

authorized to conduct business in the State of Florida, hereinafter called the Consultant, agree as follows:

The Consultant and the Department mutually agree to abide by the Department's **Standard Professional Services Agreement, Terms**, dated June, 2011 which are available as an appendix to this form in the Department's Professional Services web site or from the Department's Office of Procurement. The **Standard Professional Services Agreement Terms**, with the exception of the following non-applicable sections:

are incorporated by reference and made a part of this Agreement.

1. **SERVICES AND PERFORMANCE**

- A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto and made a part hereof, in connection with
Districtwide Overhead Sign and High Mast Light Pole Inspection
- B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the **Standard Professional Services Terms**, will be 8875 Hidden River Parkway Suite 200 Tampa, FL 33637-1035

2. **TERM**

- A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a 5 year term from the date of execution of this Agreement, whichever occurs first.
- B. Check applicable terms
- ☒ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's Director or Designee _____ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within 24 months of the commencement date specified in the notice to proceed or as modified by subsequent Amendment of Supplemental Agreement.
- ☐ The project services to be rendered by the Consultant for each task assignment will commence, upon written notice from the Department's _____, and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within _____ months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed _____.
- ☐ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's _____ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within _____ calendar days following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is _____ months.

3 **INSURANCE**

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the **Standard Professional Services Agreement Terms** is \$500,000.00

4 **SUBCONTRACTS**

The following subconsultants are authorized under this Agreement in accordance with Section 7 A. of the

Standard Professional Services Agreement Terms:

Kisinger Campo & Associates, Corp.; OM Engineering Associates, Inc.; Global Rental, Inc.

5 **COMPENSATION**

The Department agrees to pay the Consultant compensation as detailed in Exhibit "B", attached hereto and made a part hereof

6 **MISCELLANEOUS**

A. Reference in this Agreement to Director will mean the Director of Transportation Operations

B. The services provided herein ☒ do ☐ do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the **Standard Professional Services Agreement Terms** is incorporated by reference.

C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein

Page A-1 through Page A- 55 : Exhibit "A", Scope of Services

Page B-1 through Page B- 3 : Exhibit "B", Method of Compensation

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Ayres Associates, Inc.

Name of Consultant

BY: 

Authorized Signature

Jan F. Zander, PE

(Print/Type)

Title: Executive Vice President

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

BY: 

Alan E. Hyman, P.E.


(Print/Type)

Alan E. Hyman, P.E.
Director of Transportation Operations

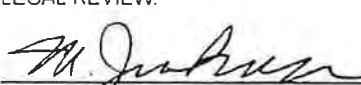
Title: _____

FOR DEPARTMENT USE ONLY

APPROVED:


Professional Services Unit

LEGAL REVIEW:


General Counsel Office

State of Florida Department of Transportation
STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS
June, 2011

1. SERVICES AND PERFORMANCE

- A. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplemental Agreement.
- B. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- C. The Consultant agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof. Coordination will be maintained by the Consultant with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.
- D. All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

In the event that the Consultant and the Department are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental work desired by the Department, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by the Department to be reasonable. In such event, the Consultant will have the right to file a claim with the Department for such additional amounts as the consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the Consultant from the obligation to timely perform the supplemental work
- E. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.
- F. The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.
- G. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars (\$1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.
- H. The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.

- I. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Department upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Department will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

2. **TERM:**

- A. Services required after completion of scheduled project services, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the term of this Agreement at written direction of the department. Supplemental Agreements may be negotiated for any post project schedule services needed by the Department after scheduled project services.

In the event it becomes impracticable or impossible for the Consultant to complete the expected services within the term of this Agreement due to delays on the part of the department or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing.

- B. In the event there are delays caused by the Department in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled project completion date, the Department may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a Time Extension Letter. This letter will be for time only and does not include any additional compensation.

It will be the responsibility of the Consultant to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, the Consultant will submit a written request to the Department which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Department will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and the Consultant has not requested, or if the Department has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Department if the Agreement term has not expired.

3. **COMPENSATION:**

- A. Bills for fees or other compensation for services or expenses will be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.
- B. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, will be submitted in accordance with Section 112.061, Florida Statutes.
- C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request.

- D. Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants performing work on the project, and all other records of the Consultant and subconsultants considered necessary by the Department for a proper audit of project costs.
- E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.
- F. The Consultant should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- G. If a payment is not available within 40 days, a separate interest penalty at a rate established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Consultant. Interest penalties of less than one dollar will not be paid unless the Consultant requests payment. Invoices which have to be returned to a Consultant because of Consultant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.
- J. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Department to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Department determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Department, whichever is later.

- K. The Department, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department will require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. **INDEMNITY AND INSURANCE:**

- A. If the Consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the Department relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the Department, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

The parties agree that 1% of the total compensation to the Consultant for performance of this Agreement is the specific consideration from the Department to the Consultant for the Consultant's indemnity agreement.

- B. The Consultant will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.
- C. Under the terms of this agreement, the plans, reports and recommendations of the Consultant will be reviewed by the Department for conformity with Department standards and agreement terms. However, review by the Department does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.
- D. Acceptance of the work by the Department or Agreement termination does not constitute Department approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

5. **COMPLIANCE WITH LAWS:**

- A. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.
- B. Chapter 337.162 Florida Statutes applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint will be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint will be confidential.
 - (3) Any confidential information submitted to the Department of Business and Professional Regulation will remain confidential pursuant to Chapter 455 and applicable state law.

- C The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
- D The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the Department shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- E The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Failure by the Consultant to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- F The Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.
- G Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- H A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- I The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Department, if the Consultant knowingly employs unauthorized aliens.
- J DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

6. TERMINATION AND DEFAULT

- A The Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination, as follows:
- (1) If the Department determines that the performance of the Consultant is not satisfactory, the Department may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner
 - (2) If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Department will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.
 - (3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- B The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department. The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.
- C If the Agreement is for goods or services of \$1 million or more and was entered into or renewed on or after July 1, 2011 and the Department determines that the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall have the option of (1) terminating the Agreement after it has given the Vendor notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTORS

- A. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants, for the purpose of its services hereunder, without additional cost to the Department, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants specified in the Agreement without the written consent of the Department.
- B. The Consultant must state in all subcontracts that services performed by any such subconsultant will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.
- C. The following provision is hereby incorporated in and made a part of this Agreement when the services provided herein do not involve the expenditure of Federal funds:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract will be purchased from the Corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for this agency insofar as dealings with such Corporation.

The Corporation referred to in the above paragraph is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 28th Street North
Suite 300
St Petersburg, Florida 33716

8. **MISCELLANEOUS**

- A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- C. There are no understandings or agreements except as herein expressly stated.
- D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Department and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- F. Consultant:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

9. **TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

N. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Fin No: 412456-1-72-06

EXHIBIT "A"

**GENERAL SCOPE OF SERVICE
FOR
DISTRICT FIVE OVERHEAD SIGN
&
HIGH MAST LIGHT POLE INSPECTIONS**

**PROJECT MANAGER: Julia Blackwelder
DISTRICT STRUCTURES MAINTENANCE ENGINEER: Ron Meade, P.E.**

**Stage III
Prepared by Julia Blackwelder
Date 12.17.12**

EXHIBIT "A"

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1.0 PROJECT OBJECTIVE

- 1.1 Overhead signs and HMLP's located within District 5 of the Florida Department of Transportation, hereinafter called the Department roadways are to be inspected in compliance with Federal and State regulations. For the purpose of this scope a structure is considered to be an overhead Sign or HMLP if it is located on government right-of-way and meets the criteria established in the AASHTO Transportation Glossary and State of Florida Statue 335.074, Safety Inspection of Bridges. National Bridge Inspection Standard Code of Federal Regulations 23-Highways, Part 650, Subpart C; for the inspection of bridges will be applied to all overhead sign and HMLP structures.

2.0 GENERAL DESCRIPTION

- 2.1 The consultant shall perform hands on overhead sign inspection services, as described in this scope of work, and present inspection findings in the **PONTIS** format. The Department will provide software and access to the **PONTIS** network. The consultant is responsible on their own expense for procuring training in **PONTIS** for its employees. The Sign structures and HMLP's to be inspected are located on State maintained roadways and OOCEA roadways within the limits of District 5. The frequency of inspections shall comply with Florida Statutes and the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. All overhead sign structures will be inspected every two years and with the approval of the Department, more often when conditions dictate. All HMLP's will be inspected every 5 years and all WSHMLP's will be inspected every two years, with the approval of the Department, more often when conditions dictate.
- 2.2 The amount of signs and HMLP's under this contract is dynamic; therefore the contract quantities listed below are estimated.
- 2.2.1 One thousand forty-eight (**1048**) Sign Structures will require routine inspections. Two hundred eighty three **283** HMLP's will require routine inspections. It is estimated that two hundred fifty (**250**) Initial/Post Construction Sign/HMLP inspections will be performed and will require application for overhead Sign/HMLP numbers, since

prior inspection of these newly constructed or newly inventoried Signs/HMLP's have not been performed. An overhead Sign Structure and HMLP file will be established in the format designated in the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. Sign and Pavement Plans will be sent to the Consultant. The structure numbers will be assigned on plans and returned to the Project Manager with inspection report submittal. Any Sign Structure or HMLP's that are identified as being removed or relocated in the plans will be updated at this time in the Pontis inventory. On Initial/Post construction inspections a punch list will be generated with a listing of all deficiencies and forwarded for closeout of the construction project to the project manager.

- 2.2.2** Twenty five **(25)** interim Sign Structures or HMLP's inspections will be expected for Sign Structure or HMLP's with: low condition and/or appraisal ratings; after substantial repair by the Department; or in the event of accidental damage to the structure. Overhead Sign Structure or HMLP's with an overall Structural Numerical Pontis Condition State Rating of 4 or greater will require an interim inspection.
- 2.3** The contract period shall be twenty four **(24)** months and shall begin from the date of the written notice to proceed issued by the Department.
- 2.4** For the purpose of this agreement a structure is considered to be an overhead sign or HMLP if it is located on government right-of-way and meets the criteria established in the AASHTO Transportation Glossary and Florida Statutes.
- 2.5** All services to be performed by the Consultant shall conform to the current version of the following state and national publications covering Bridge and Ancillary Highway Structures Inspection standards of practice:

National Bridge Inspection Standard Code of Federal Regulations
23 - Highways, Part 650, Subpart C;

State of Florida Statute 335.074, Safety Inspection of Bridges;

Manual for Condition Evaluation of Bridges American Association of State Highway & Transportation Officials (AASHTO);

Bridge Inspector Training Manual 90 U.S. Department of Transportation/Federal Highway Administration; (USDOT /FHWA)

Inspection of Fracture Critical Bridge Members FHWA-IP-86-26, U.S. Department of Transportation/Federal Highway Administration;

Bridge & Other Structures Inspection & Reporting Procedures, Manual (FDOT) Revised 1/18/2012

Bridge Management System Coding Guide (FDOT) Revised 11/21/2012

Manual on Uniform Traffic Control Devices (USDOT /FHWA)
Accident Prevention Procedures Manual, State of Florida Department of Transportation;

State of Florida Roadway and Traffic Design Standards State of Florida Department of Transportation.

F.D.O.T. Standard Specifications for Road & Bridge Construction.

FDOT Bridge Inspectors Field Guide Structural Elements 2/1/2008

Guidelines for the Installation, Inspection, Inspection, Maintenance & repair of Structural Supports for Highway Signs, Luminaires, and Traffic Signal U.S. Department of Transportation/Federal Highway Administration (USDOT/FHWA)

Any Subsequent revisions to the documents listed in 2.5 after the Notice to Proceed shall be evaluated by the Department and the consultant for impact on this Scope of Services.

3.0 PERSONNEL REQUIREMENTS

- 3.1** A qualified individual must be at the overhead sign site or HMLP site to supervise inspection activities at all times. To be qualified, an individual must have completed the following FHWA-NHI 130055 Safety Inspection of In-Service Bridges. Be registered as a

Professional Engineer in Florida and experienced in the inspection of bridges (or similar structures) according to the National Bridge Inspection Standards or be confirmed officially by the Department as a Certified Bridge Inspector. Qualifications for certification as a bridge inspector are stated in the Rules of the Florida Department of Transportation, Chapter 14-48.07, F. A. C.

3.2 An organizational chart shall be submitted to the Department for approval. The organization chart shall include the number and names of key personnel, team size, and which individuals are assigned to the various work tasks. Any changes from the original organization chart must be submitted to the Department's Project Manager for approval. The notification must be in writing within seven (7) calendar days of the change.

3.3 Each final inspection report shall be sealed in accordance with Section 471.025, Florida Statute; by the Professional Engineer, who confirms the accuracy and completeness of all the report contents. The individual signing and sealing reports must have completed the following FHWA-NHI 130055 Safety Inspection of In-Service Bridges.

3.4 Due to the nature and scope of the required services, it may be desirable for the Consultant to subcontract portions of the work. The Consultant shall be authorized to subcontract these services under the provisions of this agreement.

3.5 Subcontracting firms and the work they will perform shall be identified in the Technical proposal. The subcontracting firms must be approved in writing and qualified by the Department prior to initiation of any work. The percentage of total contract work performed by the subcontractor shall not exceed fifty percent (50%). Any changes in the subcontracting firms or the work they will perform as indicated in the Consultant's proposal shall be subject to review and approval by the Department.

4.0 WORK ITEMS

4.1 FIELD INSPECTIONS

4.1.1 Field inspections must be conducted in accordance with the publications listed in Section 2.5 of this document. The Professional

Engineer or Certified Bridge Inspector on site shall be responsible for the detection of all deficiencies and the determination, recording of the structure's condition which must include the personal hands on inspection of all significant deficiencies. The Professional Engineer or Certified Bridge Inspector is responsible for assuring the accuracy and completeness of all data and records compiled as a result of the Consultant's field activity. During the course of routine inspections any signs or HMLP's found not previously in the inventory and or without a reference number should be reported to the Project Manager immediately.

- 4.1.2** Every visible surface of all members of each Sign Structure or HMLP must be examined. Members that cannot be examined because of debris, vegetation, etc., shall be cleaned if the effort involved is not excessive. Excessive effort is that which would require more than one hour for the inspection team to perform. The Department Project Manager shall be consulted to verify the condition or to schedule for the Maintenance Yard to perform the work and reschedule the inspection. Overhead Sign Structure members or HMLP's elements that cannot be inspected prior to report publication due to debris, vegetation, dirt, etc., must be documented in the report as such with the reason for not completing the inspection.
- 4.1.3** Where deficiency dimensions are documented, the actual width, length and location on the member should be recorded in English units. Element Condition states should be specified in the element inspection notes with the deficiency described.
- 4.1.4** The Consultant shall not permit any inspector to perform consecutive routine inspections on the same sign structure. If this occurs, the Consultant shall repeat the inspection using another inspector at no additional charge to the Department.
- 4.1.5** If by field observation, deficiencies are sufficiently critical to warrant immediate repair and/or substantial traffic restrictions, the Department's Project Manager or designated representative must be verbally notified immediately (in person, no voicemail). Verbal notification must be confirmed with written notification within **24** hours.

4.1.6 Inspection of the base plate to pole welded connection will be performed on all the HMLP & WSHMLP. Inspection of both the exterior and interior weld is required. A borescope is recommended but alternatives may be used upon approval. Be specific when documenting the percent of section loss, give actual measurement when possible.

4.1.7 Mark area of deficiency with orange paint or ribbon. (Limit use of paint in highly visible areas.)

4.1.8 If there is a bolt deficiency, provide bolt diameter and bolt length.

4.1.9 Color photographs and sketches should be used to illustrate one typical example of a severe and/or common deficiency. When deficiencies are severe enough to warrant immediate repair, one photograph illustrating a typical example must be taken. When a photograph is taken, an object that provides a sense of scale such as a ruler should always be included in the photograph. The essential features of a deficiency shall be emphasized, by marking arrows or dimensions directly on the photograph. The date the photograph was taken shall always be marked on the front. A new photographic inventory will be required for all initial inspections and routine inspections where the sign panels have been replaced.

4.2 INSPECTION REPORTS

4.2.1 The consultant must develop, publish, and submit one (1) signed and sealed Sign or HMLP report to the FDOT. For all OOCEA Sign Structures and HMLP's the consultant must develop, publish, and submit two (2) signed and sealed sign or HMLP report, one to the FDOT and one to OOCEA. Each report will be generated in **PONTIS** and stored in EDMS and contain all documentation specified by this agreement.

The Consultant will be responsible to take a photo inventory and it will also be entered into Pontis and EDMS.

4.2.2 Each report must be submitted to the Department for review no later than forty-five (45) calendar days after completion of the field inspection. The Department will submit comments via email within

seven (7) calendar days on the reports that do not conform to the specifications of this contract agreement or have errors. The final report will be a signed and sealed hard copy and must be received by the Department within sixty (60) days after completion of the field inspection. The Consultant shall furnish the Department with an original of each report. A hard copy of the photo inventory, updated plans (if applicable) and any other inspection documents will be submitted with the report. After final acceptance all inspection documents photo inventory and updated plans will be submitted into EDMS, then payment will be rendered. Each initial inspection report transmitted to FDOT must be top bound in a letter size file folder as specified in the Manual for Bridge and Other Structures Inspection and Reporting Procedures Volume I. All other inspection reports must be stapled and top punched with two holes to fit the letter size file folder mentioned above.

- 4.2.3** The **PONTIS** element notes shall provide a comprehensive description of all Sign Structures and HMLP deficiencies and state probable causes of the deficiencies, specify required corrective action, and contain an evaluation of any previous corrective action performed since the last inspection. This serves two purposes; the most effective repair can only be determined if the source of the deficiency is documented repeatedly, a body of evidence becomes available to justify its elimination through a change in design.
- 4.2.4** The Consultant will identify all "California" overhead sign structures within the element inspection notes.
- 4.2.5** In addition to the information required by **PONTIS**, all reports shall contain, if needed, an addendum section, which will include the following:
- A. All element notes which cannot be written in the report due to space limitations.
 - B. The consultant will provide new location maps for all structures. The location maps shall provide sufficient detail to allow a person not familiar with the area to find the structure. One printed copy showing the location of the structure will be included with each inspection report.

B. Sign Panel and Deficiency Location Photograph

All additional addendum information will be stored as an addendum in the Media Section of Pontis.

4.2.6 Standoff distance measurements are to be noted in the foundation section of the report. An example of the format will be provided.

4.2.7 A minimum of four (4) inventory photos are required for each structure. All photos must be in color with a date stamp. Photo Inventory will include a photo of the front of the sign, back of the sign, foundation and the Sign Structure number.

4.3 COMPREHENSIVE INVENTORY DATABASE RECORDS (CIDR)

4.3.1 The Department must maintain a computer file referred to as the CIDR file, which contains data items pertaining to a structures identity, condition and description. It is of utmost importance that the CIDR data be accurate and complete.

4.3.2 When records are added to the computer file a report is generated for each structure and is referred to as CIDR sheets. The CIDR sheets must be verified by the Consultant for accuracy due to the possibility of computer processing errors.

4.3.3 Each Sign Structure report must contain a CIDR section sealed in accordance with Section 471.025, F. S., by the Professional Engineer, which confirms its accuracy and completeness. The CIDR section must follow the inspection report.

4.3.4 STRUCTURE'S TO BE UPDATED ON STRAIGHT LINE DIAGRAM'S

4.3.5 The Department will supply the Consultant with a CD with all straight-line diagrams for each structure to be located on. The Consultant will update the straight-line diagram as changes occur to show the addition of new structures or deletions of old structures and to correct errors found on the map. Two hard copies (11x 17) shall be delivered by the Consultant at the end of the contract. An

updated disk will be returned to the Department as directed by the Department Project Manager.

4.4 ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

4.4.1 The Consultant, at their own cost must maintain an active VPN connection which will be used to access **PONTIS** and import electronic documents into the Department's Electronic Document Management System (EDMS)

The Consultant shall provide personnel proficient in the use of computers and scanner operation to input Structures Inspection Documents into the Department's EDMS. This will require familiarity with the Structures Management EDMS. Document guidelines for the EDMS are posted on the Infonet. See link below. Duties will include scanning, attributing (assigning information specific to the document), importing directly into EDMS folder) and retrieving documents that are to be archived electronically in the Department's EDMS. Documents imported into the EDMS will be in PDF format. Documents such as inspection reports, addendums and photo inventories that are created in Pontis will be downloaded from Pontis using the print to PDF command. Adobe Acrobat version 5.0 and later will be used, in the 1.4 format. This effort should be included into the cost of scheduled inspections. Document names will follow the D5 Structure Maintenance Naming Conventions & Attribution Document.

The Department's EDMS system is Hummingbird Document Management Software (DM). The consultant must purchase a single named user Hummingbird license for each vendor site (physical location). This license must be purchased directly from Hummingbird. Instructions for purchasing the license(s) can be found on the department internet site:

<http://cosharepoint.dot.state.fl.us/sites/BSSO/Information/Projects/EDMS/default.aspx>

4.5 WORK ORDERS

4.5.1 The consultant will be responsible for insuring that corrective action is requested through a work order. To accomplish this it will be necessary to review the inspection reports & the District Five Policies and decide if corrective action is warranted for each deficiency reported. A Feasible Action Review Committee F.A.R.C. will be established containing no less than three management level engineers. The committee will meet on a weekly basis to review the week's inspection reports, and will present its findings to a representative of the Department for final approval. Work orders will be submitted with the final inspection reports. A copy of the Work orders will be generated through the Reports Applet, Work003-Work Order Maintenance (Wom Report). Upon approval a work order for each of the selected deficiencies generated in the **PONTIS** system will be uploaded into the MMS system. One day of training will be provided if needed for uploading the work orders into the MMS system.

4.5.2 The consultant will create a Recommended Corrective Action page for all work order recommendation for OOCEA-Orlando-Orange County Expressway Authority Sign Structures and HMLP's that are on Non-LPA roadways. Also, keep a spreadsheet to be submitted to OOCEA for tracking all work orders on Non-LPA roadways. The spreadsheet will be submitted at the time the final inspections reports are forwarded to the owner.

4.6 **DISTRICT FIVE POLICY**
D5 has its own policy for inspecting and reporting specific items of the structure. D5 reserves the right to modify and add to the list shown below at any time. The Consultant will have to Comply with the current policy and or any changes that will happen in the future.

Structures Inspection District Five Policy

Effective Date	Structure Types	Topic	Policy
2/29/2012 Signs & TSMA		Moment Connection Gaps	For connection with two horizontal plates, most truss type bearing connections, as long as bolts are tight no work order is needed no matter what the gap measures. Continue to measure and note in report. For connection with two vertical plates, most mast arm type moment connections, continue to ask for work order or repair recommendation to eliminate gaps > 1/8". If gaps are 1/8" or less and the bolts are tight, no work order is required.
3/1/2012 All		Stand-off distances	For truss/bridge type structures, do not issue a work order for stand-off distances within 2 anchor bolt diameters. If the stand-off distance exceeds 2 bolt diameters, issue a work order for a FARC review. For all other structures, if the stand-off distance exceeds one anchor bolt diameter by one inch, issue a work order for a FARC review.
3/1/2012 All		Grout pads/rings	If a grout pad is solid, has no cracking or corrosion bleed out; do not remove grout pad. Remove a grout pad/ring that has any of the following characteristics: hollow sounding, cracking, corrosion bleed out, efflorescence, standing water, missing column cap, holes in column, clogged weep hole, no weep hole or spalling. If the grout pad is too difficult to remove (refer to scope of contract), issue a work order or repair recommendation to remove grout pad. If there is no jam nut on the anchor bolt and there is room for a full height jam nut issue a work order or repair recommendation to install a full height jam nut. If there is no jam nut on the anchor bolt and there isn't room to install a full height jam nut but there is room for a half height jam nut issue a work order or repair recommendation to install a half height jam nut. If there is no jam nut on the anchor bolt and there isn't room for a half height jam nut issue a work order or repair recommendation to replace the nut with a locking nut.
3/1/2012 All		Missing anchor bolt jam nuts	

4.7

MAINTENANCE ITEMS TO BE HANDLED DURING INSPECTIONS

The Certified Bridge Inspector will be responsible to perform the following maintenance activities as part of the inspection.

Painting of Structural Components with Cold Galvanizing: The inspectors will clean and paint only primary structural elements. Electrical components will not be painted. The painting will be limited to a maximum of 2 square feet per sign or 4 separate areas (totaling less than 2 square feet per sign). Cold Galvanizing will be supplied by FDOT.

Loose Anchor Bolt Nuts: The inspectors with a pipe wrench and "cheater bar" will tighten loose anchor bolt nuts and jam nuts.

Missing Anchor Bolt Nuts: The required size will be measured and documented in the element inspection notes in the report.

Loose High Strength Bolts: Loose high strength bolts (at the moment connectors, box section connectors, and primary element connections) will be tightened to the extent possible by the inspector, but will not be

tightened to a specified torque value. This information will be documented in the element inspection notes in the report.

Missing High Strength Bolts and Nuts: The inspectors will **not** replace missing high strength bolts and nuts, but the inspector will obtain the required size of the missing fasteners to be documented in the element inspection notes in the report.

Missing and Loose Sign Panel and Sign Backing Connection Bolts: The inspector will tighten loose sign panel and sign backing bolts. Inspector will replace all missing sign fasteners if accessible and not an excessive effort. Fasteners will be supplied by FDOT.

Grout Pads or rings: See District Five Policies on page 13 of the scope.

4.8

**OOCEA-ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ROADWAYS**

Non-LPA-NON-LEASE PURCHASE AGREEMENT ROADWAYS

SR-429 Section 75320000 and all subsections
SR-551 Section 75200000 and all subsections
SR-417 Section 75301000 and all subsections
SR-414 Section 75340000 and all subsections

All signs on these roadways will be billed directly with OOCEA-Orlando-Orange County Expressway Authority.

LPA-LEASE PURCHASE AGREEMENT ROADWAYS

SR-408 Section 75008000 and all subsections
SR-528 Section 75002000 and all subsections
SR-417 Section 75300000 and all subsections

4.9

QUALITY CONTROL

5.0

GENERAL

The consultant shall institute quality assurance procedures, which shall be provided in written form to the Department for review and approval before the notice to proceed, is executed. Quality assurance procedures are an integral part of this contract and are not a separate pay item.

- 5.1 The Department may perform additional quality assurance by inspecting Sign Structures and HMLP's that have been previously inspected by the Consultant and reviewing the inspection records for conformity with the Department's findings.

5.2 QUALITY REVIEWS

- 5.2.1 The Consultant shall conduct quality reviews to make certain their own organization is in compliance with the requirements cited in the scope of services. Quality reviews shall evaluate the adequacy of materials, documentation, processes, procedures, training, guidance, and staffing included in the execution of this contract.

- 5.2.2 The Quality Assurance Program shall also have a second peer review level. The peer review can be conducted internally by the consultant's organization or by subcontracting the review to another consulting firm.

5.3 QUALITY RECORDS

- 5.3.1 The Consultant shall maintain adequate records of the quality assurance actions performed by their organization (including subcontractors and vendors) in providing services and products under this contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective action taken. These records shall be kept at the primary office site and shall be sent to the Department for audit review quarterly during the contract term.

5.4 QUALITY ASSURANCE (QA) PLAN

- 5.4.1 The Consultant shall include a Quality Assurance Plan in the proposal. The Quality Assurance Plan shall detail the procedures, evaluation criteria, and instructions to his organization to assure conformance with the contract. Unless specifically waived, no payment shall be made until the Department approves the Consultant's Quality Assurance Plan. Significant changes to the work requirements may require the Consultant to revise his Quality Assurance Plan to keep it current with the work requirements. The plan shall include, but not be limited to the following areas:

- 5.4.1.a **Organization** - A description of the Consultant's quality control organization and its functional relationship to the part of the organization performing the work under the contract. The authority, autonomy and responsibilities of the quality assurance organization shall be detailed as well as the names and qualifications of the personnel in the quality control organization.
- 5.4.1.b **Quality Reviews** - The Consultant's quality assurance methods used to monitor and assure compliance of their organization with the contract requirements for services and products shall be detailed in the Quality Assurance Plan.
- 5.4.1.c **Quality Records** - The types of records, which will be generated and maintained by the Consultant during the execution of his quality assurance program, shall be outlined in the Quality Assurance Plan.
- 5.4.1.d **Quality of Subcontractors and Vendors** - The methods used by the Consultant to control the quality of his subcontractors and vendors shall be detailed in the Quality Assurance Plan.
- 5.4.1.e **Quality Assurance Certification** - An officer of the Consultant firm will be required to sign and seal a certification that will accompany each submittal stating that the overhead sign and HMLP reports have been prepared and checked in accordance with the Department's specifications for this contract.
- 5.4.1.f The Department may hold short (1/2 day) training sessions for all inspection personnel biannually, informing them of changes that have been made in inspection and/or reporting procedures. The Consultant's inspectors are required to attend.

5.5 QUALITY REVIEWS BY THE DEPARTMENT

- 5.5.1 The Department may conduct quality reviews to make certain that the Consultant is in compliance with the requirements cited in the scope of services. These quality reviews shall be performed at different periods during the contract. The Consultant shall be notified prior to any of these quality reviews and shall be required to present all records and certifications upon request.

5.5.2 Quality reviews shall evaluate the adequacy of materials, documentation process, procedures, training, guidance, and staffing included in the execution of this contract.

5.5.3 Any subcontractors or vendors may be included as part of the quality review.

6.0 REQUIRED MATERIALS

6.1 GENERAL (TO BE PROVIDED BY THE DEPARTMENT)

6.1.1 District 5 Straight Line Diagrams

6.1.2 PONTIS software and a means to access the Departments PONTIS database.

6.1.3 Examples of prior Inspection Reports if requested by the consultant.

6.1.4 Self adhesive node numbers

6.1.5 Example of Recommended Corrective Action Page.

6.1.6 EDMS Naming Conventions and Attributions

6.2 MANUALS (TO BE OBTAINED BY THE CONSULTANT)

Manuals listed in this document may be purchased from the vendors listed below:

6.2.1 FDOT Manuals
Florida Department of Transportation
Maps and Publications Phone (850) 414-4050
On-Line <http://www.dot.state.fl.us/mapsandpublications/>
Haydon Burns Building-605 Suwannee Street,
Tallahassee, FL 32399-0450

6.2.2 AASHTO Publications
American Association of State Highway and
Transportation Officials
Online www.transportation.org

444 N. Capitol Street, NW, Suite 249
Washington, D.C. 20001 USA
Phone 1-800-231-3475 Fax 1-800-525-5562

- 6.2.3** FHWA Manuals
U.S. Government Printing Office
Washington, D.C. 20402

7.0 WORK SCHEDULE AND PROGRESS REPORTS

7.1 NOTICE TO PROCEED MEETING.

- 7.1.1** The Department shall conduct a Notice to proceed meeting after the Consultant has received the Notice to Proceed letter from the Department. This meeting will include but will not be limited to the following personnel:

Department Project Manager
Department Professional Services Administrator
Consultant Project Manager
Consultant Deputy Project Manager

- 7.1.2** The Department will explain the financial and administrative details of the contract, establish any ground rules upon which the work will be conducted, and transfer materials to be furnished by the Department (See section 6.0).

- 7.1.3** The Consultant will provide the Department with its final written quality control procedure, a proposed work schedule, an organization chart, and a proposed cost flow graph.

7.2 WORK SCHEDULE

- 7.2.1** A proposed work schedule shall be submitted to the Department for approval. This schedule shall show how the Consultant anticipates the work will progress from day to day to completion of agreement. The work schedule shall be established in a manner that will insure that all inspections to overhead Sign Structures and HMLP's will not be delinquent.

7.2.2 At the Department's option, a cost flow graph shall be submitted that will show anticipated cost flow by monthly increments. The work schedule and cost flow graph shall be in a format acceptable to the Department's Project Manager.

7.2.3 Work that falls behind schedule must be reported to the Department's Project Manager on a Daily basis. The report shall contain a detailed explanation why the specific task was not performed according to schedule.

7.2.4 The proposed work schedule, cost flow graph, quality control procedure, organization chart, and a list of major equipment the Consultant will use during the overhead Sign Structures and HMLP inspections shall be included with the Consultant's proposal. The list of major equipment shall indicate if the Consultant owns the equipment, and if not, his plans for obtaining the equipment.

7.3 PROGRESS REPORTS.

7.3.1 The Consultant shall submit on Monday morning, via email, weekly progress reports that show; 1. Work completed for the previous week as measured against the proposed scheduled; and the proposed work schedule for the upcoming week. Weekly progress reports shall describe the work performed on each task. Monthly progress reports should also be prepared and delivered to the Department concurrently with the monthly invoice.

7.3.2 The Consultant shall meet with the Department on an as needed basis as deemed necessary by the Department Project Manager.

7.3.3 The Department Project Manager will make judgment on whether work of sufficient quantity has been accomplished by comparing the actual work accomplished against the approved proposed work schedule.

8.0 MISCELLANEOUS

8.1 LEGAL PROCEEDINGS

- 8.1.1** The Consultant shall serve as an expert witness in any legal proceedings if required by the Department. The fee for these services shall be established if, and when, they are needed.

8.2 ERRORS AND/OR OMISSIONS

- 8.2.1** The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors and /or omissions and (approved corrections of same) that result from said firm's substandard performance of the services described in this contract.

8.3 CONTRADICTIONS

- 8.3.1** In the event of a contradiction between the provisions of Exhibit "A" and the Consultant's technical proposal, the provisions of Exhibit "A" shall apply.

9.0 LIST OF SIGN STRUCTURES (SEE PAGES 21-55)

STATE & LPA SIGNS

Brkey	Lrsinvt	Featint	Facility	Strucname	Lastinsp	Nextinsp
11S009	11210000	US-192	US-192	Bridge	12/20/2011	12/20/2013
11S010	11210000	US-192	US-192	Bridge	12/20/2011	12/20/2013
36S007	36030000	US-301	US-301	Bridge	10/26/2011	10/26/2013
36S008	36030000	US-301	US-301	Bridge	10/25/2011	10/25/2013
36S012	36110000	SR-40	SR-40	Bridge	10/26/2011	10/26/2013
70S044	70080000	SR-A1A	SR-A1A	Bridge	4/26/2011	4/26/2013
75A012	75066500	Boggy Creek Rd.	Boggy Creek Rd.	Bridge	11/1/2011	11/1/2013
75S002	75002000	SR-482	SR-482	Bridge	7/15/2011	7/15/2013
75S007	75002000	SR-528	SR-528	Bridge	8/17/2011	8/17/2013
75S025	75003000	SR-436	SR-436	Bridge	9/14/2011	9/14/2013
75S044	75008000	SR-408	SR-408	Bridge	10/5/2011	10/5/2013
75S059	75008000	SR-408	SR-408	Bridge	2/16/2012	2/16/2014
75S060	75008000	SR-408	SR-408	Bridge	2/16/2012	2/16/2014
75S071	75008000	SR-408	SR-408	Bridge	6/14/2011	6/14/2013
75S085	75008000	SR-408	SR-408	Bridge	2/16/2012	2/16/2014
75S090	75008160	SR-408	SR-408	Bridge	10/5/2011	10/5/2013
75S137	75011000	SR-414	SR-414	Bridge	5/31/2012	5/31/2014
75S138	75011000	SR-414	SR-414	Bridge	5/31/2012	5/31/2014
75S183	75270000	SR-435	SR-435	Bridge	11/21/2011	11/21/2013
75S184	75270000	SR-435	SR-435	Bridge	11/21/2011	11/21/2013
75S185	75270000	SR-435	SR-435	Bridge	11/21/2011	11/21/2013
75S200	75280000	I-4	I-4	Bridge	1/19/2012	1/19/2014
75S203	75280000	I-4	I-4	Bridge	1/19/2012	1/19/2014
75S222	75280000	I-4	I-4	Bridge	1/19/2012	1/19/2014
75S242	75280000	I-4	I-4	Bridge	1/20/2012	1/20/2014
75S294	75280000	I-4	Central Fl Pkwy	Bridge	6/13/2011	6/13/2013
75S295	75280000	I-4	Central Fl Pkwy	Bridge	6/13/2011	6/13/2013
75S318	75039000	SR-536	SR-536	Bridge	3/28/2012	3/28/2014
75S371	75008000	SR-408	SR-408	Bridge	6/16/2011	6/16/2013
75S379	75008000	SR-408	SR-408	Bridge	2/17/2011	2/17/2013
75S387	75008160	SR-408	SR-408	Bridge	10/5/2011	10/5/2013
75S402	75002000	SR-528	SR-528	Bridge	11/1/2011	11/1/2013
75S406	75002000	SR-528	SR-528	Bridge	11/4/2011	11/4/2013
75S408	75002000	SR-528	SR-528	Bridge	11/4/2011	11/4/2013
75S409	75002000	SR-528	SR-528	Bridge	11/3/2011	11/3/2013
75S410	75002000	SR-528	SR-528	Bridge	11/3/2011	11/3/2013
75S438	75280000	I-4	I-4	Bridge	5/24/2012	5/24/2014
75S453	75190003	CR-423	CR-423	Bridge	11/4/2011	11/4/2013
75S455	75039000	SR-536	SR-536	Bridge	8/19/2011	8/19/2013

STATE & LPA SIGNS

75S458	75280000	I-4	I-4	Bridge	9/19/2011	9/19/2013
75S459	75280000	I-4	I-4	Bridge	8/18/2011	8/18/2013
75S460	75280000	I-4	I-4	Bridge	9/19/2011	9/19/2013
75S464	75010000	US-17	US-17	Bridge	9/21/2011	9/21/2013
75S525	75280000	I-4	I-4	Bridge	9/21/2012	9/21/2014
75S534	75280000	I-4	I-4	Bridge	12/27/2010	12/27/2012
75S535	75280000	I-4	I-4	Bridge	12/27/2010	12/27/2012
75S552	75008000	SR-408	SR-408	Bridge	7/20/2011	7/20/2013
75S561	75008160	SR-408	SR-408	Bridge	7/21/2011	7/21/2013
75S567	75008160	SR-408	SR-408	Bridge	7/21/2011	7/21/2013
75S569	75008160	SR-408	SR-408	Bridge	7/21/2011	7/21/2013
75S578	75300000	SR-417	SR-417	Bridge	3/28/2012	3/28/2014
75S588	75280000	I-4	I-4	Bridge	4/18/2012	4/18/2014
75S604	75002000	SR-528	SR-528	Bridge	2/16/2011	2/16/2013
75S606	75002000	SR-528	SR-528	Bridge	2/16/2011	2/16/2013
75S607	75002000	SR-528	SR-528	Bridge	2/16/2011	2/16/2013
75S611	75200001	SR-551	SR-551	Bridge	2/16/2011	2/16/2013
75S619	75300000	SR-417	SR-417	Bridge	3/15/2011	3/15/2013
75S632	75300000	SR-417	SR-417	Bridge	4/19/2011	4/19/2013
75S636	75300000	SR-417	SR-417	Bridge	3/16/2011	3/16/2013
75S643	75280000	I-4	I-4	Bridge	2/15/2012	2/15/2014
75S661	75002000	SR-528	SR-528	Bridge	9/20/2012	9/20/2014
75S676	75300000	SR-417	SR-417	Bridge	8/17/2011	8/17/2013
75S677	75300000	SR-417	SR-417	Bridge	8/17/2011	8/17/2013
75S678	75300000	SR-417	SR-417	Bridge	8/17/2011	8/17/2013
75S681	75300000	SR-417	SR-417	Bridge	9/15/2011	9/15/2013
75S682	75300000	SR-417	SR-417	Bridge	9/15/2011	9/15/2013
75S689	75008160	SR-408	SR-408	Bridge	9/13/2011	9/13/2013
75S695	75008160	SR-408	SR-408	Bridge	9/13/2011	9/13/2013
75S698	75008160	SR-408	SR-408	Bridge	9/13/2011	9/13/2013
75S704	75008000	SR-408	SR-408	Bridge	12/28/2011	12/28/2013
75S732	75008170	SR-408	SR-408	Bridge	7/18/2012	7/18/2014
75S734	75008170	SR-408	SR-408	Bridge	7/16/2012	7/16/2014
75S747	75008170	SR-408	SR-408	Bridge	7/18/2012	7/18/2014
75S762	75280000	CR-423	CR-423	Bridge	3/29/2011	3/29/2013
75S765	75280000	I-4	I-4	Bridge	3/7/2011	3/7/2013
75S772	75280000	CR-423	CR-423	Bridge	3/29/2011	3/29/2013
75S776	75008000	SR-408	SR-408	Bridge	4/14/2011	4/14/2013
75S792	75008000	SR-408	SR-408	Bridge	4/13/2011	4/13/2013
75S800	75008000	SR-408	SR-408	Bridge	4/14/2011	4/14/2013

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75S801	75008000	SR-408	SR-408	Bridge	5/27/2011	5/27/2013
75S881	75280000	I-4	I-4	Bridge	9/21/2012	9/21/2014
75S886	75280000	I-4	I-4	Bridge	10/26/2010	10/26/2012
75S888	75280000	I-4	I-4	Bridge	9/21/2012	9/21/2014
75S946	75008000	SR-408	SR-408	Bridge	3/17/2011	3/17/2013
77S005	77080000	SR-436	SR-436	Bridge	4/17/2012	4/17/2014
77S007	77080000	SR-436	SR-436	Bridge	4/17/2012	4/17/2014
77S012	77080000	SR-436	SR-436	Bridge	9/19/2012	9/19/2014
77S020	77030000	SR-46	SR-46	Bridge	4/17/2012	4/17/2014
77S023	77080000	SR-436	SR-436	Bridge	4/17/2012	4/17/2014
77S024	77160000	I-4	I-4	Bridge	3/29/2012	3/29/2014
77S037	77002000	SR-414	SR-414	Bridge	4/18/2012	4/18/2014
77S038	77002000	SR-414	SR-414	Bridge	4/18/2012	4/18/2014
77S040	77160000	I-4	I-4	Bridge	8/13/2012	8/13/2014
77S041	77160000	I-4	I-4	Bridge	8/13/2012	8/13/2014
77S043	77160000	I-4	I-4	Bridge	8/13/2012	8/13/2014
77S044	77160000	I-4	I-4	Bridge	8/15/2012	8/15/2014
77S046	77160000	I-4	I-4	Bridge	8/15/2012	8/15/2014
77S047	77160000	I-4	I-4	Bridge	8/15/2012	8/15/2014
77S048	77160000	I-4	I-4	Bridge	8/15/2012	8/15/2014
77S056	77160000	I-4	I-4	Bridge	8/15/2012	8/15/2014
77S059	77080000	SR-436	SR-436	Bridge	10/26/2010	10/26/2012
79S044	79110000	I-4	I-4	Bridge	6/22/2011	6/22/2013
79S048	79110000	I-4	I-4	Bridge	11/24/2010	11/24/2012
79S057	79181000	SR-472	SR-472	Bridge	7/22/2011	7/22/2013
79S060	79110000	I-4	I-4	Bridge	7/27/2011	7/27/2013
79S065	79110000	I-4	I-4	Bridge	7/25/2011	7/25/2013
79S067	79110000	I-4	I-4	Bridge	7/25/2011	7/25/2013
79S070	79060000	US-92	US-92	Bridge	7/28/2011	7/28/2013
79S075	79230000	SR-421	SR-421	Bridge	7/27/2011	7/27/2013
79S090	79110000	I-4	I-4	Bridge	8/22/2012	8/22/2014
79S098	79110000	I-4	I-4	Bridge	6/22/2011	6/22/2013
79S148	79110045	I-4	I-4	Bridge	8/16/2011	8/16/2013
79S149	79110045	I-4	I-4	Bridge	8/16/2011	8/16/2013
92S027	92130000	I-4	I-4	Bridge	10/25/2010	10/25/2012
92S028	92130000	I-4	I-4	Bridge	11/10/2010	11/10/2012
92S029	92130000	I-4	I-4	Bridge	10/26/2010	10/26/2012
92S030	92130000	I-4	I-4	Bridge	11/10/2010	11/10/2012
92S031	92130000	I-4	I-4	Bridge	10/26/2010	10/26/2012
92S036	92515001	World Drive	World Drive	Bridge	11/10/2010	11/10/2012

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92S037	92515001	World Drive	World Drive	Bridge	11/10/2010	11/10/2012
92S038	92515001	World Drive	World Drive	Bridge	11/10/2010	11/10/2012
92S041	92515001	World Drive	World Drive	Bridge	11/10/2010	11/10/2012
92S042	92515001	World Drive	World Drive	Bridge	12/22/2010	12/22/2012
92S043	92515001	World Drive	World Drive	Bridge	12/22/2010	12/22/2012
92S044	92515001	World Drive	World Drive	Bridge	12/22/2010	12/22/2012
92S045	92515001	World Drive	World Drive	Bridge	12/22/2010	12/22/2012
92S049	92090000	US-192	US-192	Bridge	3/2/2011	3/2/2013
92S050	92090000	US-192	US-192	Bridge	12/23/2010	12/23/2012
92S051	92515001	World Drive	World Drive	Bridge	12/22/2010	12/22/2012
92S052	92515001	World Drive	World Drive	Bridge	12/22/2010	12/22/2012
92S053	92515001	World Drive	World Drive	Bridge	12/23/2010	12/23/2012
92S062	92514000	Osceola Parkway	Osceola Parkway	Bridge	12/23/2010	12/23/2012
92S063	92514000	Osceola Parkway	Osceola Parkway	Bridge	12/23/2010	12/23/2012
92S064	92514000	Osceola Parkway	Osceola Parkway	Bridge	12/23/2010	12/23/2012
92S065	92514000	Osceola Parkway	Osceola Parkway	Bridge	12/27/2010	12/27/2012
92S068	92130000	I-4	I-4	Bridge	12/27/2010	12/27/2012
92S069	92130000	I-4	I-4	Bridge	12/27/2010	12/27/2012
92S095	92130000	I-4	I-4	Bridge	7/12/2011	7/12/2013
92S096	92130000	I-4	I-4	Bridge	8/18/2011	8/18/2013
92S097	92130000	I-4	I-4	Bridge	7/12/2011	7/12/2013
92S098	92090015	US-192	US-192	Bridge	7/14/2011	7/14/2013
92S100	92130020	I-4	I-4	Bridge	7/13/2011	7/13/2013
92S101	92130000	I-4	I-4	Bridge	7/14/2011	7/14/2013
92S103	92130000	I-4	I-4	Bridge	8/18/2011	8/18/2013
92S104	92130000	I-4	I-4	Bridge	7/14/2011	7/14/2013
92S105	92130000	I-4	I-4	Bridge	7/13/2011	7/13/2013
92S108	92090000	US-192	US-192	Bridge	7/13/2011	7/13/2013
92S109	92090000	US-192	US-192	Bridge	7/13/2011	7/13/2013
92S110	92090000	US-192	US-192	Bridge	7/13/2011	7/13/2013
92S113	92090000	US-192	US-192	Bridge	7/12/2011	7/12/2013
75S449	75280000	I-4	I-4	Bridge DMS	6/18/2012	6/18/2014
75S808	75008000	SR-408	SR-408	Bridge DMS	5/27/2011	5/27/2013
75S814	75008000	SR-408	SR-408	Bridge DMS	5/27/2011	5/27/2013
75S737	75008170	SR-408	SR-408	Bridge - DMS	7/18/2012	7/18/2014
79S237	79110000	I-4	I-4	Bridge - DMS	2/14/2012	2/14/2014
75S680	75300000	SR-417	SR-417	Bridge (DMS)	9/15/2011	9/15/2013
75S705	75008000	SR-408	SR-408	Bridge (DMS)	1/20/2012	1/20/2014
75S851	75280000	I-4	I-4	Bridge (DMS)	7/14/2011	7/14/2013
75S863	75002000	SR-528	SR-528	Bridge (DMS)	9/20/2012	9/20/2014

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75S864	75002000	SR-528	SR-528	Bridge (DMS)	9/20/2012	9/20/2014
75S873	75008170	SR-408	SR-408	Bridge (DMS)	9/19/2012	9/19/2014
75S874	75008170	SR-408	SR-408	Bridge (DMS)	9/19/2012	9/19/2014
75S910	75002000	SR-528	SR-528	Bridge (DMS)	10/6/2011	10/6/2013
75S913	75002000	SR-528	SR-528	Bridge (DMS)	10/6/2011	10/6/2013
75S914	75002000	SR-528	SR-528	Bridge (DMS)	10/5/2011	10/5/2013
92S099	92130000	I-4	I-4	Bridge (DMS)	7/12/2011	7/12/2013
70S043	70080000	SR-A1A	SR-A1A	Bridge DMS	4/26/2011	4/26/2013
75S444	75280000	I-4	I-4	Bridge DMS	6/19/2012	6/19/2014
75S445	75280000	I-4	I-4	Bridge DMS	6/19/2012	6/19/2014
75S446	75280000	I-4	I-4	Bridge DMS	6/19/2012	6/19/2014
75S450	75280000	I-4	I-4	Bridge DMS	6/19/2012	6/19/2014
75S621	75300000	SR-417	SR-417	Bridge DMS	3/15/2011	3/15/2013
75S622	75300000	SR-417	SR-417	Bridge DMS	3/15/2011	3/15/2013
75S627	75300000	SR-417	SR-417	Bridge DMS	4/26/2011	4/26/2013
75S628	75300000	SR-417	SR-417	Bridge DMS	4/19/2011	4/19/2013
75S690	75008160	SR-408	SR-408	Bridge DMS	9/14/2011	9/14/2013
75S692	75008160	SR-408	SR-408	Bridge DMS	9/14/2011	9/14/2013
75S696	75008160	SR-408	SR-408	Bridge DMS	9/13/2011	9/13/2013
75S742	75008170	SR-408	SR-408	Bridge DMS	7/16/2012	7/16/2014
75S744	75008170	SR-408	SR-408	Bridge DMS	7/16/2012	7/16/2014
75S775	75008000	SR-408	SR-408	Bridge DMS	4/14/2011	4/14/2013
75S790	75008170	SR-408	SR-408	Bridge DMS	4/13/2011	4/13/2013
75S791	75008170	SR-408	SR-408	Bridge DMS	4/14/2011	4/14/2013
75S793	75008000	SR-408	SR-408	Bridge DMS	4/13/2011	4/13/2013
75S794	75008000	SR-408	SR-408	Bridge DMS	4/19/2011	4/19/2013
75S798	75008000	SR-408	SR-408	Bridge DMS	3/9/2011	3/9/2013
75S799	75008000	SR-408	SR-408	Bridge DMS	3/9/2011	3/9/2013
75S859	75300000	SR-417	SR-417	Bridge DMS	8/1/2012	8/1/2014
75S860	75300000	SR-417	SR-417	Bridge DMS	8/1/2012	8/1/2014
75S861	75300000	SR-417	SR-417	Bridge DMS	9/20/2012	9/20/2014
75S862	75300000	SR-417	SR-417	Bridge DMS	9/20/2012	9/20/2014
75S865	75002000	SR-528	SR-528	Bridge DMS	8/1/2012	8/1/2014
75S866	75002000	SR-528	SR-528	Bridge DMS	8/2/2012	8/2/2014
75S868	75008160	SR-408	SR-408	Bridge DMS	8/2/2012	8/2/2014
75S875	75002000	SR-528	SR-528	Bridge DMS	8/1/2012	8/1/2014
79S116	79110000	I-4	I-4	Bridge DMS	4/22/2011	4/22/2013
75A016	75060000	SR-50	SR-50	Bridge Sign	12/27/2011	12/27/2013
75A017	75060000	SR-50	SR-50	Bridge Sign	12/27/2011	12/27/2013
75A030	75008000	SR-408	SR-408	Bridge Sign	2/16/2012	2/16/2014

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75A052	75008000	Conway Rd. Toll Plaza WB	SR-408	Bridge Sign	10/12/2011	10/12/2013
75A067	75039000	SR-536	SR-536	Bridge Sign	12/12/2011	12/12/2013
75A077	75002041	SR-528	SR-528	Bridge Sign	1/27/2012	1/27/2014
75A078	75002042	SR-528	SR-528	Bridge Sign	1/27/2012	1/27/2014
75A082	75002000	SR-528	SR-528	Bridge Sign	2/1/2012	2/1/2014
75A083	75002000	SR-528	SR-528	Bridge Sign	2/3/2012	2/3/2014
75A084	75002000	SR-528	SR-528	Bridge Sign	2/3/2012	2/3/2014
75A087	75002000	SR-528	SR-528	Bridge Sign	2/3/2012	2/3/2014
75A088	75002000	SR-528	SR-528	Bridge Sign	2/2/2012	2/2/2014
75A089	75002000	SR-528	SR-528	Bridge Sign	2/2/2012	2/2/2014
75A097	75008000	SR-408	SR-408	Bridge Sign	2/23/2012	2/23/2014
75S146	75039000	SR-536	SR-536	Bridge Sign	3/27/2012	3/27/2014
75S147	75039000	SR-536	SR-536	Bridge Sign	3/27/2012	3/27/2014
75S151	75039000	SR-536	SR-536	Bridge Sign	3/27/2012	3/27/2014
75S219	75280000	I-4	I-4	Bridge Sign	3/27/2012	3/27/2014
75S229	75280000	I-4	I-4	Bridge Sign	6/15/2012	6/15/2014
75S231	75280000	I-4	I-4	Bridge Sign	6/15/2012	6/15/2014
75S253	75300000	SR-417	SR-417	Bridge Sign	6/20/2012	6/19/2014
75S254	75300000	SR-417	SR-417	Bridge Sign	6/20/2012	6/20/2014
75S281	75300000	SR-417	SR-417	Bridge Sign	6/28/2012	6/28/2014
75S314	75035001	SR-535	SR-535	Bridge Sign	3/27/2012	3/27/2014
75S315	75039000	SR-536	SR-536	Bridge Sign	3/28/2012	3/28/2014
75S316	75039000	SR-536	SR-536	Bridge Sign	3/28/2012	3/28/2014
75S365	75280000	I-4	I-4	Bridge Sign	6/21/2012	6/21/2014
75S440	75011001	SR-414	SR-414	Bridge Sign	6/15/2012	6/15/2014
75S441	75011001	SR-414	SR-414	Bridge Sign	6/15/2012	6/15/2014
75S443	75280000	I-4	I-4	Bridge Sign	6/14/2012	6/14/2014
75S447	75280000	I-4	I-4	Bridge Sign	6/19/2012	6/19/2014
75S479	75008000	SR-408	SR-408	Bridge Sign	12/28/2011	12/28/2013
75S526	75280000	I-4	Conroy Rd.	Bridge Sign	6/18/2012	6/18/2014
75S528	75280000	I-4	I-4	Bridge Sign	6/18/2012	6/18/2014
75S529	75280000	I-4	I-4	Bridge Sign	6/18/2012	6/18/2014
75S572	75008180	SR-408	SR-408	Bridge Sign	12/28/2011	12/28/2013
75S710	75008000	SR-408	SR-408	Bridge Sign	12/28/2011	12/28/2013
75S852	75280000	I-4	I-4	Bridge Sign	7/24/2012	7/24/2014
75S915	75002000	SR-528	SR-528	Bridge Sign	10/5/2011	10/5/2013
75S916	75002000	SR-528	SR-528	Bridge Sign	10/6/2011	10/6/2013
75S951	75008000	SR-408	SR-408	Bridge Sign	3/17/2011	3/17/2013
75S962	75280000	I-4	I-4	Bridge Sign	4/20/2011	4/20/2013
75S974	75002017	SR-528	SR-528	Bridge Sign	5/5/2011	5/5/2013

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75S975	75002034	SR-528	SR-436	Bridge Sign	5/6/2011	5/6/2013
75S989	75270000	SR-435	SR-435	Bridge Sign	7/14/2011	7/14/2013
77S034	77160000	CR-46A	I-4	Bridge Sign	12/21/2011	12/21/2013
77S035	77160000	CR-46A	I-4	Bridge Sign	12/21/2011	12/21/2013
77S036	77160000	I-4	I-4	Bridge Sign	12/21/2011	12/21/2013
77S094	77470000	SR-417	SR-417	Bridge Sign	11/28/2011	11/28/2013
79S192	79110000	I-4	I-4	Bridge Sign	8/29/2012	8/29/2014
79S193	79110000	I-4	I-4	Bridge Sign	8/29/2012	8/29/2014
79S194	79110000	I-4	I-4	Bridge Sign	8/29/2012	8/29/2014
79S195	79110000	I-4	I-4	Bridge Sign	8/29/2012	8/29/2014
79S196	79110000	I-4	I-4	Bridge Sign	8/31/2012	8/31/2014
79S197	79110000	I-4	I-4	Bridge Sign	8/31/2012	8/31/2014
79S198	79110000	I-4	I-4	Bridge Sign	8/31/2012	8/31/2014
79S199	79110000	I-4	I-4	Bridge Sign	8/31/2012	8/31/2014
92S078	92130000	I-4	I-4	Bridge Sign	6/21/2012	6/21/2014
92S080	92130000	I-4	I-4	Bridge Sign	6/21/2012	6/21/2014
92S081	92130000	I-4	I-4	Bridge Sign	6/22/2012	6/22/2014
92S083	92130000	I-4	I-4	Bridge Sign	6/22/2012	6/22/2014
92S085	92130000	I-4	I-4	Bridge Sign	6/22/2012	6/22/2014
92S087	92130000	I-4	I-4	Bridge Sign	6/21/2012	6/21/2014
92S114	92130000	I-4	I-4	Bridge Sign	2/18/2011	2/18/2013
75S909	75002000	SR-528	SR-528	Bridge Sign (DMS)	10/6/2011	10/6/2013
75S945	75008000	SR-408	SR-408	Bridge Sign (DMS)	3/17/2011	3/17/2013
75S949	75008000	SR-408	SR-408	Bridge Sign (DMS)	3/17/2011	3/17/2013
75S950	75008000	SR-408	SR-408	Bridge Sign (DMS)	3/29/2011	3/29/2013
75S956	75008000	SR-408	SR-408	Bridge Sign (DMS)	3/16/2011	3/16/2013
75A031	75008000	SR-408	SR-408	Butterfly	2/16/2012	2/16/2014
75A032	75008000	SR-408	SR-408	Butterfly	2/16/2012	2/16/2014
75A038	75008000	SR-408	SR-408	Butterfly	9/27/2011	9/27/2013
75A039	75008000	SR-408	SR-408	Butterfly	9/27/2011	9/27/2013
75A040	75008000	SR-408	SR-408	Butterfly	9/27/2011	9/27/2013
75A041	75008000	SR-408	SR-408	Butterfly	9/27/2011	9/27/2013
75A043	75008000	SR-408	SR-408	Butterfly	9/27/2011	9/27/2013
75A044	75008000	SR-408	SR-408	Butterfly	9/27/2011	9/27/2013
75S215	75280000	I-4	I-4	Butterfly	10/30/2010	10/30/2012
75S237	75280000	I-4	I-4	Butterfly	6/14/2012	6/14/2014
75S240	75280000	I-4	I-4	Butterfly	1/20/2012	1/20/2014
75S589	75280000	I-4	I-4	Butterfly	4/18/2012	4/18/2014
75S637	75280000	I-4	I-4	Butterfly	6/14/2011	6/14/2013
75S683	75300000	SR-417	SR-417	Butterfly	8/18/2011	8/18/2013

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75S684	75300000	SR-417	SR-417	Butterfly	8/18/2011	8/18/2013
75S685	75300000	SR-417	SR-417	Butterfly	8/16/2011	8/16/2013
75S686	75300000	SR-417	SR-417	Butterfly	8/16/2011	8/16/2013
75S754	75008170	SR-408	SR-408	Butterfly	2/17/2011	2/17/2013
75S756	75008170	SR-408	SR-408	Butterfly	2/17/2011	2/17/2013
75S959	75008000	SR-408	SR-408	Butterfly	3/9/2011	3/9/2013
75S960	75008000	SR-408	SR-408	Butterfly	3/11/2011	3/11/2013
75S961	75008000	SR-408	SR-408	Butterfly	3/11/2011	3/11/2013
75A059	75008160	SR 408	SR 408	Butterfly Sign	10/12/2011	10/12/2013
75A060	75008160	SR 408	SR 408	Butterfly Sign	10/12/2011	10/12/2013
79S117	79110000	I-4	I-4	Canilever DMS	4/25/2011	4/25/2013
75A029	75008000	SR-408	SR-408	Cantilever	2/16/2012	2/16/2014
11S011	11090000	SR-19	SR-19	Cantilever	12/20/2011	12/20/2013
11S012	11090000	SR-19	SR-19	Cantilever	12/20/2011	12/20/2013
11S013	11002000	SR-44	SR-44	Cantilever	10/4/2011	10/4/2013
11S014	11002000	SR-44	SR-44	Cantilever	10/4/2011	10/4/2013
11S015	11010000	US-441	US-441	Cantilever	12/20/2011	12/20/2013
11S016	11200000	US-27	US-27	Cantilever	12/20/2011	12/20/2013
11S017	11200000	US-27	US-27	Cantilever	12/20/2011	12/20/2013
11S018	11010047	US-441	US-441	Cantilever	6/13/2012	6/13/2014
11S019	11040000	US-27	US-27	Cantilever	6/13/2012	6/13/2014
11S020	11040000	US-27	US-27	Cantilever	6/13/2012	6/13/2014
18S013	18010000	US-301	US-301	Cantilever	3/10/2011	3/10/2013
18S014	18130000	I-75	I-75	Cantilever	3/10/2011	3/10/2013
36S001	36001000	US-441	US-441	Cantilever	10/25/2011	10/25/2013
36S025	36001000	US-301	US-301	Cantilever	10/25/2011	10/25/2013
36S026	36070000	US-27	US-27	Cantilever	10/25/2011	10/25/2013
36S027	36010000	US-301	US-301	Cantilever	3/10/2011	3/10/2013
36S028	36030000	US-301	US-301	Cantilever	3/10/2011	3/10/2013
36S029	36030000	US-301	US-301	Cantilever	3/10/2011	3/10/2013
36S030	36080000	SR-40	SR-40	Cantilever	3/10/2011	3/10/2013
70S032	70080000	SR-A1A	SR-A1A	Cantilever	9/12/2011	9/12/2013
70S033	70180000	SR-514	SR-514	Cantilever	9/12/2011	9/12/2013
70S034	70180000	SR-514	SR-514	Cantilever	9/12/2011	9/12/2013
70S045	70020000	US-1	US-1	Cantilever	3/30/2011	3/30/2013
70S046	70020000	US-1	US-1	Cantilever	3/30/2011	3/30/2013
70S047	70060000	SR-A1A	SR-A1A	Cantilever	3/30/2011	3/30/2013
70S048	70060000	SR-A1A	SR-A1A	Cantilever	3/30/2011	3/30/2013
70S108	70020000	US-1	US-1	Cantilever	3/28/2012	3/28/2014
70S109	70020000	US-1	US-1	Cantilever	3/28/2012	3/28/2014

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70S168	70030000	US-1 SB	US-1 SB	Cantilever	9/8/2011	9/8/2013
70S169	70030000	US-1 NB	US-1 NB	Cantilever	9/8/2011	9/8/2013
75A013	75060000	SR-50	SR-50	Cantilever	12/27/2011	12/27/2013
75A014	75060000	SR-50	SR-50	Cantilever	12/27/2011	12/27/2013
75A015	75060000	SR-50	SR-50	Cantilever	12/27/2011	12/27/2013
75A018	75060000	SR-50	SR-50	Cantilever	12/27/2011	12/27/2013
75A019	75060000	SR-50	SR-50	Cantilever	12/27/2011	12/27/2013
75A020	75060000	SR-50	SR-50	Cantilever	12/27/2011	12/27/2013
75A021	75060000	SR-50	SR-50	Cantilever	12/27/2011	12/27/2013
75A024	75008000	SR-408	SR-408	Cantilever	2/16/2012	2/16/2014
75A025	75008000	SR-408	SR-408	Cantilever	2/16/2012	2/16/2014
75A026	75008000	SR-408	SR-408	Cantilever	2/16/2012	2/16/2014
75A027	75008000	SR-408	SR-408	Cantilever	2/16/2012	2/16/2014
75A028	75008000	SR-408	SR-408	Cantilever	2/16/2012	2/16/2014
75A033	75280000	I-4	I-4	Cantilever	3/27/2012	3/27/2014
75A037	75050000	SR-50	SR-50	Cantilever	2/17/2011	2/17/2013
75A042	75008000	SR-408	SR-408	Cantilever	9/27/2011	9/27/2013
75A045	75002000	SR 482	SR 482	Cantilever	10/11/2011	10/11/2013
75A075	75008000	SR-408	SR-408	Cantilever	3/27/2012	3/27/2014
75A076	75008000	SR-408	SR-408	Cantilever	3/27/2012	3/27/2014
75S001	75002000	SR-482	SR-482	Cantilever	6/14/2011	6/14/2013
75S021	75002000	SR-528	SR-528	Cantilever	11/1/2011	11/1/2013
75S023	75002000	SR-528	SR-528	Cantilever	11/2/2011	11/2/2013
75S045	75008000	SR-408	SR-408	Cantilever	6/14/2011	6/14/2013
75S075	75008000	SR-408	SR-408	Cantilever	6/14/2011	6/14/2013
75S143	75030000	US-17	US-17	Cantilever	3/29/2012	3/29/2014
75S145	75035001	SR-535	SR-535	Cantilever	3/27/2012	3/27/2014
75S153	75050000	SR-50	SR-50	Cantilever	9/25/2012	9/25/2014
75S154	75050000	SR-50	SR-50	Cantilever	9/25/2012	9/25/2014
75S156	75060000	SR-50	SR-50	Cantilever	9/25/2012	9/25/2014
75S167	75060000	SR-50	SR-50	Cantilever	9/25/2012	9/25/2014
75S168	75060000	SR-50	SR-50	Cantilever	9/25/2012	9/25/2014
75S169	75060000	SR-50	SR-50	Cantilever	9/25/2012	9/25/2014
75S177	75140000	SR-520	SR-520	Cantilever	11/2/2011	11/2/2013
75S178	75190000	SR-423	SR-423	Cantilever	9/26/2012	9/26/2014
75S191	75280000	I-4	I-4	Cantilever	1/19/2012	1/19/2014
75S202	75280000	I-4	I-4	Cantilever	1/19/2012	1/19/2014
75S204	75280000	I-4	I-4	Cantilever	1/19/2012	1/19/2014
75S211	75280000	I-4	I-4	Cantilever	1/20/2012	1/20/2014
75S218	75280000	I-4	I-4	Cantilever	3/27/2012	3/27/2014

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75S230	75280000	I-4	I-4	Cantilever	6/28/2012	6/28/2014
75S233	75280000	I-4	I-4	Cantilever	6/15/2012	6/15/2014
75S239	75280000	I-4	I-4	Cantilever	1/20/2012	1/20/2014
75S241	75280000	I-4	I-4	Cantilever	8/1/2012	8/1/2014
75S245	75280000	I-4	I-4	Cantilever	3/27/2012	3/27/2014
75S255	75300000	SR-417	SR-417	Cantilever	6/20/2012	6/20/2014
75S265	75300000	SR-417	SR-417	Cantilever	6/20/2012	6/20/2014
75S282	75300000	SR-417	SR-417	Cantilever	6/20/2012	6/20/2014
75S287	75300000	SR-417	SR-417	Cantilever	6/20/2012	6/20/2014
75S293	75280000	Central Fla Pkwy	Central Fla Pkwy	Cantilever	12/14/2010	12/14/2012
75S301	75002000	SR-482	SR-482	Cantilever	1/19/2012	1/19/2014
75S317	75039000	SR-536	SR-536	Cantilever	3/27/2012	3/27/2014
75S364	75280000	I-4	I-4	Cantilever	6/28/2012	6/28/2014
75S369	75280000	I-4	I-4	Cantilever	6/30/2012	6/30/2014
75S399	75190001	SR-408	SR-423	Cantilever	10/5/2011	10/5/2013
75S400	75190001	SR-408	SR-423	Cantilever	10/5/2011	10/5/2013
75S404	75002000	SR-528	SR-528	Cantilever	11/4/2011	11/4/2013
75S407	75002000	SR-528	SR-528	Cantilever	11/1/2011	11/1/2013
75S412	75002000	SR-528	SR-528	Cantilever	11/3/2011	11/3/2013
75S422	75002000	SR-528	SR-528	Cantilever	11/3/2011	11/3/2013
75S423	75002000	SR-528	SR-528	Cantilever	11/3/2011	11/3/2013
75S427	75002000	SR-528	SR-528	Cantilever	11/2/2011	11/2/2013
75S428	75002000	SR-528	SR-528	Cantilever	11/3/2011	11/3/2013
75S429	75002000	SR-528	SR-528	Cantilever	11/2/2011	11/2/2013
75S430	75002000	SR-528	SR-528	Cantilever	11/2/2011	11/2/2013
75S431	75002000	SR-528	SR-528	Cantilever	11/2/2011	11/2/2013
75S442	75011000	SR-414	SR-414	Cantilever	9/26/2012	9/26/2014
75S451	75515000	CR-423	CR-423	Cantilever	12/14/2010	12/14/2012
75S452	75515000	CR-423	CR-423	Cantilever	12/14/2010	12/14/2012
75S454	75008000	SR-408	SR-408	Cantilever	6/15/2011	6/15/2013
75S456	75039000	SR-536	SR-536	Cantilever	8/19/2011	8/19/2013
75S457	75039000	SR-536	SR-536	Cantilever	8/19/2011	8/19/2013
75S461	75010000	US-17	US-17	Cantilever	9/21/2011	9/21/2013
75S462	75010000	US-17	US-17	Cantilever	9/21/2011	9/21/2013
75S463	75010000	US-17	US-17	Cantilever	9/21/2011	9/21/2013
75S465	75010000	US-17	US-17	Cantilever	9/21/2011	9/21/2013
75S466	75010000	US-17	US-17	Cantilever	9/21/2011	9/21/2013
75S467	75010000	US-17	US-17	Cantilever	9/21/2011	9/21/2013
75S468	75010000	US-17	US-17	Cantilever	9/21/2011	9/21/2013
75S471	75008170	SR-408	SR-408	Cantilever	2/15/2012	2/15/2014

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75S472	75008170	SR-408	SR-408	Cantilever	2/15/2012	2/15/2014
75S473	75008170	SR-408	SR-408	Cantilever	2/15/2012	2/15/2014
75S485	75270000	SR-435	SR-435	Cantilever	3/29/2012	3/29/2014
75S486	75050000	SR-50	SR-50	Cantilever	5/24/2012	5/24/2014
75S487	75050000	SR-50	SR-50	Cantilever	5/24/2012	5/24/2014
75S521	75020000	US-441	US-441	Cantilever	7/25/2012	7/25/2014
75S522	75020000	US-441	US-441	Cantilever	7/25/2012	7/25/2014
75S523	75020000	US-441	US-441	Cantilever	7/25/2012	7/25/2014
75S524	75020000	US-441	US-441	Cantilever	7/25/2012	7/25/2014
75S530	75280000	I-4	I-4	Cantilever	6/28/2012	6/28/2014
75S533	75280000	I-4	I-4	Cantilever	6/28/2012	6/28/2014
75S537	75008000	SR-408	SR-408	Cantilever	6/15/2011	6/15/2013
75S539	75008000	SR-408	SR-408	Cantilever	7/20/2011	7/20/2013
75S540	75008000	SR-408	SR-408	Cantilever	6/15/2011	6/15/2013
75S553	75008160	SR-408	SR-408	Cantilever	7/20/2011	7/20/2013
75S554	75008000	SR-408	SR-408	Cantilever	7/20/2011	7/20/2013
75S555	75008160	SR-408	SR-408	Cantilever	7/20/2011	7/20/2013
75S556	75008160	SR-408	SR-408	Cantilever	7/21/2011	7/21/2013
75S563	75008160	SR-408	SR-408	Cantilever	7/21/2011	7/21/2013
75S564	75008160	SR-408	SR-408	Cantilever	7/21/2011	7/21/2013
75S565	75008160	SR-408	SR-408	Cantilever	7/21/2011	7/21/2013
75S566	75008160	SR-434	SR-434	Cantilever	7/20/2011	7/20/2013
75S568	75008160	SR-408	SR-408	Cantilever	7/21/2011	7/21/2013
75S570	75008160	SR-408	SR-408	Cantilever	7/20/2011	7/20/2013
75S581	75002000	SR-528	SR-528	Cantilever	3/30/2012	3/30/2014
75S582	75002000	SR-528	SR-528	Cantilever	3/30/2012	3/30/2014
75S587	75280000	I-4	I-4	Cantilever	4/18/2012	4/18/2014
75S590	75020000	US-441	US-441	Cantilever	9/26/2012	9/26/2014
75S591	75020000	US-441	US-441	Cantilever	9/26/2012	9/26/2014
75S603	75002000	SR-528	SR-528	Cantilever	2/16/2011	2/16/2013
75S608	75002000	SR-528	SR-528	Cantilever	2/16/2011	2/16/2013
75S612	75200001	SR-551	SR-551	Cantilever	2/16/2011	2/16/2013
75S613	75200001	SR-551	SR-551	Cantilever	2/16/2011	2/16/2013
75S614	75200001	SR-551	SR-551	Cantilever	2/16/2011	2/16/2013
75S615	75200001	SR-551	SR-551	Cantilever	2/16/2011	2/16/2013
75S616	75200001	SR-551	SR-551	Cantilever	2/16/2011	2/16/2013
75S617	75200001	SR-551	SR-551	Cantilever	2/16/2011	2/16/2013
75S620	75300000	SR-417	SR-417	Cantilever	6/15/2011	6/15/2013
75S623	75300000	SR-417	SR-417	Cantilever	3/15/2011	3/15/2013
75S624	75300000	SR-417	SR-417	Cantilever	4/19/2011	4/19/2013

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75S625	75300000	SR-417	SR-417	Cantilever	3/15/2011	3/15/2013
75S626	75300000	SR-417	SR-417	Cantilever	3/15/2011	3/15/2013
75S629	75300000	SR-417	SR-417	Cantilever	3/16/2011	3/16/2013
75S630	75300000	SR-417	SR-417	Cantilever	3/16/2011	3/16/2013
75S631	75300000	SR-417	SR-417	Cantilever	4/19/2011	4/19/2013
75S633	75300000	SR-417	SR-417	Cantilever	6/15/2011	6/15/2013
75S634	75300000	SR-417	SR-417	Cantilever	3/15/2011	3/15/2013
75S635	75300000	SR-417	SR-417	Cantilever	6/15/2011	6/15/2013
75S638	75280000	I-4	I-4	Cantilever	6/13/2011	6/13/2013
75S639	75280000	I-4	I-4	Cantilever	6/13/2011	6/13/2013
75S640	75280000	I-4	I-4	Cantilever	6/14/2011	6/14/2013
75S641	75280000	I-4	I-4	Cantilever	6/13/2011	6/13/2013
75S642	75280000	I-4	I-4	Cantilever	2/15/2012	2/15/2014
75S648	75280000	I-4	I-4	Cantilever	2/15/2012	2/15/2014
75S649	75280000	I-4	I-4	Cantilever	2/15/2012	2/15/2014
75S650	75280000	I-4	I-4	Cantilever	2/15/2012	2/15/2014
75S651	75280000	I-4	I-4	Cantilever	3/30/2012	3/30/2014
75S652	75280000	I-4	I-4	Cantilever	3/30/2012	3/30/2014
75S653	75280000	I-4	I-4	Cantilever	3/30/2012	3/30/2014
75S654	75280000	I-4	I-4	Cantilever	3/30/2012	3/30/2014
75S655	75280000	I-4	I-4	Cantilever	3/30/2012	3/30/2014
75S656	75280000	I-4	I-4	Cantilever	3/30/2012	3/30/2014
75S657	75280000	I-4	I-4	Cantilever	3/30/2012	3/30/2014
75S662	75010000	US-17	US-17	Cantilever	12/14/2010	12/14/2012
75S663	75010000	US-17	US-17	Cantilever	12/14/2010	12/14/2012
75S664	75010000	US-17	US-17	Cantilever	12/14/2010	12/14/2012
75S665	75010000	US-17	US-17	Cantilever	12/14/2010	12/14/2012
75S666	75010000	US-17	US-17	Cantilever	12/14/2010	12/14/2012
75S668	75011000	SR-414	SR-414	Cantilever	3/8/2011	3/8/2013
75S669	75060000	US-17	US-17	Cantilever	3/8/2011	3/8/2013
75S670	75060000	US-17	US-17	Cantilever	3/8/2011	3/8/2013
75S671	75190000	SR-423	SR-423	Cantilever	3/8/2011	3/8/2013
75S672	75280000	I-4	I-4	Cantilever	3/7/2011	3/7/2013
75S673	75035000	SR-535	SR-535	Cantilever	4/20/2011	4/20/2013
75S674	75140000	SR-520	SR-520	Cantilever	4/26/2011	4/26/2013
75S675	75140000	SR-520	SR-520	Cantilever	4/26/2011	4/26/2013
75S679	75300000	SR-417	SR-417	Cantilever	9/15/2011	9/15/2013
75S687	75300000	SR-417	SR-417	Cantilever	9/15/2011	9/15/2013
75S688	75300000	SR-417	SR-417	Cantilever	9/15/2011	9/15/2013
75S691	75008160	SR-408	SR-408	Cantilever	9/14/2011	9/14/2013

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75S693	75008160	SR-408	SR-408	Cantilever	9/13/2011	9/13/2013
75S694	75008160	SR-408	SR-408	Cantilever	9/14/2011	9/14/2013
75S697	75008160	SR-408	SR-408	Cantilever	9/13/2011	9/13/2013
75S699	75008160	SR-408	SR-408	Cantilever	9/13/2011	9/13/2013
75S703	75008000	SR-408	SR-408	Cantilever	10/27/2011	10/27/2013
75S706	75008000	SR-408	SR-408	Cantilever	12/28/2011	12/28/2013
75S707	75008000	SR-408	SR-408	Cantilever	10/27/2011	10/27/2013
75S708	75008000	SR-408	SR-408	Cantilever	12/28/2011	12/28/2013
75S709	75008000	SR-408	SR-408	Cantilever	12/28/2011	12/28/2013
75S733	75008170	SR-408	SR-408	Cantilever	7/18/2012	7/17/2014
75S735	75008170	SR-408	SR-408	Cantilever	7/16/2012	7/16/2014
75S736	75008170	SR-408	SR-408	Cantilever	7/16/2012	7/16/2014
75S738	75008170	SR-408	SR-408	Cantilever	7/16/2012	7/16/2014
75S739	75008170	SR-408	SR-408	Cantilever	7/17/2012	7/17/2014
75S740	75008170	SR-408	SR-408	Cantilever	7/16/2012	7/16/2014
75S741	75008170	SR-408	SR-408	Cantilever	7/16/2012	7/16/2014
75S743	75008170	SR-408	SR-408	Cantilever	7/18/2012	7/18/2014
75S745	75008170	SR-408	SR-408	Cantilever	7/18/2012	7/18/2014
75S746	75008170	SR-408	SR-408	Cantilever	7/16/2012	7/16/2014
75S748	75008170	SR-408	SR-408	Cantilever	9/20/2012	9/20/2014
75S749	75010000	SR-500	SR-500	Cantilever	10/26/2010	10/26/2012
75S750	75010000	US-17	US-17	Cantilever	3/29/2011	3/29/2013
75S751	75008170	SR-408	SR-408	Cantilever	2/17/2011	2/17/2013
75S752	75008170	SR-408	SR-408	Cantilever	2/17/2011	2/17/2013
75S753	75008170	SR-408	SR-408	Cantilever	2/17/2011	2/17/2013
75S755	75008170	SR-408	SR-408	Cantilever	2/17/2011	2/17/2013
75S757	75008170	SR-408	SR-408	Cantilever	2/17/2011	2/17/2013
75S758	75008170	SR-408	SR-408	Cantilever	7/18/2012	7/18/2014
75S759	75010000	US-17	US-17	Cantilever	3/29/2011	3/29/2013
75S760	75280000	CR-423	CR-423	Cantilever	3/7/2011	3/7/2013
75S761	75280000	CR-423	CR-423	Cantilever	3/7/2011	3/7/2013
75S763	75280000	I-4	I-4	Cantilever	3/7/2011	3/7/2013
75S764	75280000	LB McLeod Road	LB McLeod Road	Cantilever	3/7/2011	3/7/2013
75S766	75280000	I-4	I-4	Cantilever	3/7/2011	3/7/2013
75S767	75280000	I-4	I-4	Cantilever	3/7/2011	3/7/2013
75S768	75280000	I-4	I-4	Cantilever	3/7/2011	3/7/2013
75S770	75280000	I-4	I-4	Cantilever	3/7/2011	3/7/2013
75S771	75280000	I-4	I-4	Cantilever	3/7/2011	3/7/2013
75S773	75008000	SR-408	SR-408	Cantilever	4/13/2011	4/13/2013
75S774	75008000	SR-408	SR-408	Cantilever	4/11/2011	4/11/2013

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75S777	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S778	75008000	SR-408	SR-408	Cantilever	4/19/2011	4/19/2013
75S779	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S780	75008000	SR-408	SR-408	Cantilever	4/19/2011	4/19/2013
75S781	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S782	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S783	75008000	SR-408	SR-408	Cantilever	4/11/2011	4/11/2013
75S784	75008170	SR-408	SR-408	Cantilever	4/11/2011	4/11/2013
75S785	75008170	SR-408	SR-408	Cantilever	4/11/2011	4/11/2013
75S786	75008000	SR-408	SR-408	Cantilever	4/11/2011	4/11/2013
75S787	75008000	SR-408	SR-408	Cantilever	4/14/2011	4/14/2013
75S788	75008170	SR-408	SR-408	Cantilever	4/11/2011	4/11/2013
75S789	75008170	SR-408	SR-408	Cantilever	4/18/2012	4/18/2013
75S795	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S796	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S797	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S802	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S803	75008000	SR-408	SR-408	Cantilever	6/15/2011	6/15/2013
75S804	75008000	SR-408	SR-408	Cantilever	5/27/2011	5/27/2013
75S805	75008000	SR-408	SR-408	Cantilever	5/27/2011	5/27/2013
75S806	75008000	SR-408	SR-408	Cantilever	6/15/2011	6/15/2013
75S807	75008000	SR-408	SR-408	Cantilever	5/27/2011	5/27/2013
75S809	75008000	SR-408	SR-408	Cantilever	5/27/2011	5/27/2013
75S810	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S811	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S812	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S813	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S815	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S816	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S838	75002000	SR-528	SR-528	Cantilever	9/14/2011	9/14/2013
75S839	75300000	SR-417	SR-417	Cantilever	9/15/2011	9/15/2013
75S840	75300000	Curry Ford Road	SR-417	Cantilever	9/14/2011	9/14/2013
75S841	75300000	Curry Ford Road	SR-417	Cantilever	9/14/2011	9/14/2013
75S842	75300000	SR-417	SR-417	Cantilever	9/15/2011	9/15/2013
75S843	75300000	SR-417	SR-417	Cantilever	9/14/2011	9/14/2013
75S844	75300000	SR-417	SR-417	Cantilever	9/14/2011	9/14/2013
75S845	75300000	SR-417	SR-417	Cantilever	9/14/2011	9/14/2013
75S847	75300000	SR-50	SR-417	Cantilever	10/27/2011	10/27/2013
75S848	75008000	SR-408	SR-408	Cantilever	9/13/2011	9/13/2013
75S849	75008000	SR-408	SR-408	Cantilever	9/13/2011	9/13/2013

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75S850	75280000	I-4	I-4	Cantilever	7/14/2011	7/14/2013
75S853	75280000	I-4	I-4	Cantilever	7/17/2012	7/17/2014
75S876	75002000	SR-528	SR-528	Cantilever	9/25/2012	9/25/2014
75S877	75280000	I-4	I-4	Cantilever	9/26/2012	9/26/2014
75S878	75280000	I-4	I-4	Cantilever	9/26/2012	9/26/2014
75S879	75280000	I-4	I-4	Cantilever	9/26/2012	9/26/2014
75S880	75280000	I-4	I-4	Cantilever	9/26/2012	9/26/2014
75S882	75280000	I-4	I-4	Cantilever	9/21/2012	9/21/2014
75S883	75280000	I-4	I-4	Cantilever	10/26/2010	10/26/2012
75S884	75280000	I-4	I-4	Cantilever	9/21/2012	9/21/2014
75S885	75280000	I-4	I-4	Cantilever	9/26/2012	9/26/2014
75S887	75280000	I-4	I-4	Cantilever	9/21/2012	9/21/2014
75S889	75280000	I-4	I-4	Cantilever	9/26/2012	9/26/2014
75S911	75002000	SR-528	SR-528	Cantilever	10/6/2011	10/6/2013
75S912	75002000	SR-528	SR-528	Cantilever	10/6/2011	10/6/2013
75S917	75002000	SR-528	SR-528	Cantilever	10/7/2011	10/7/2013
75S918	75002000	SR-528	SR-528	Cantilever	10/7/2011	10/7/2013
75S919	75002000	SR-528	SR-528	Cantilever	10/7/2011	10/7/2013
75S920	75002000	SR-528	SR-528	Cantilever	10/7/2011	10/7/2013
75S921	75002000	SR-528	SR-528	Cantilever	10/6/2011	10/6/2013
75S922	75002000	SR-528	SR-528	Cantilever	10/6/2011	10/6/2013
75S923	75002000	SR-528	SR-528	Cantilever	10/7/2011	10/7/2013
75S944	75008000	SR-408	SR-408	Cantilever	3/17/2011	3/17/2013
75S947	75008000	SR-408	SR-408	Cantilever	3/17/2011	3/17/2013
75S948	75008000	SR-408	SR-408	Cantilever	3/17/2011	3/17/2013
75S952	75008000	SR-408	SR-408	Cantilever	3/16/2011	3/16/2013
75S953	75008000	SR-408	SR-408	Cantilever	3/17/2011	3/17/2013
75S954	75008000	SR-408	SR-408	Cantilever	3/16/2011	3/16/2013
75S955	75008000	SR-408	SR-408	Cantilever	3/16/2011	3/16/2013
75S957	75008000	SR-408	SR-408 EB	Cantilever	3/29/2011	3/29/2013
75S958	75008000	SR-408	SR-408	Cantilever	3/16/2011	3/16/2013
75S963	75280000	I-4	I-4	Cantilever	4/20/2011	4/20/2013
75S964	75010000	US-441	US-441	Cantilever	4/20/2011	4/20/2013
75S965	75010000	US-441	US-441	Cantilever	4/20/2011	4/20/2013
75S970	75002043	SR-528	SR-528	Cantilever	5/5/2011	5/5/2013
75S971	75002000	SR-528	SR-528	Cantilever	5/5/2011	5/5/2013
75S972	75002043	SR-528	SR-528	Cantilever	5/5/2011	5/5/2013
75S973	75002000	SR-528	SR-528	Cantilever	5/5/2011	5/5/2013
75S976	75002035	SR-528	SR-436	Cantilever	5/6/2011	5/6/2013
75S977	75002036	SR-528	SR-436	Cantilever	5/6/2011	5/6/2013

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75S978	75002036	SR-528	SR-436	Cantilever	5/6/2011	5/6/2013
75S985	75020000	US-441	US-441	Cantilever	6/16/2011	6/16/2013
75S986	75020000	US-441	US-441	Cantilever	6/16/2011	6/16/2013
75S987	75020000	US-441	US-441	Cantilever	6/16/2011	6/16/2013
77S004	77080000	SR-436	SR-436	Cantilever	4/17/2012	4/17/2014
77S006	77080000	SR-436	SR-436	Cantilever	4/17/2012	4/17/2014
77S008	77160000	I-4	I-4	Cantilever	3/29/2012	3/29/2014
77S009	77160000	I-4	I-4	Cantilever	4/17/2012	4/17/2014
77S021	77080000	SR-436	SR-436	Cantilever	4/17/2012	4/17/2014
77S022	77080000	SR-436	SR-436	Cantilever	4/17/2012	4/17/2014
77S025	77160000	I-4	I-4	Cantilever	3/27/2012	3/27/2014
77S026	77160000	I-4	I-4	Cantilever	3/27/2012	3/27/2014
77S027	77160000	I-4	I-4	Cantilever	3/29/2012	3/29/2014
77S028	77160000	I-4	I-4	Cantilever	3/29/2012	3/29/2014
77S029	77160000	I-4	I-4	Cantilever	3/29/2012	3/29/2014
77S030	77160000	I-4	I-4	Cantilever	3/29/2012	3/29/2014
77S031	77160000	I-4	I-4	Cantilever	3/29/2012	3/29/2014
77S032	77160000	I-4	I-4	Cantilever	3/29/2012	3/29/2014
77S045	77160000	I-4	I-4	Cantilever	8/31/2012	8/31/2014
77S049	77160000	I-4	I-4	Cantilever	8/13/2012	8/13/2014
77S050	77160000	I-4	I-4	Cantilever	7/17/2012	7/17/2014
77S051	77160000	I-4	I-4	Cantilever	7/17/2012	7/17/2014
77S052	77160000	I-4	I-4	Cantilever	7/17/2012	7/17/2014
77S053	77160000	I-4	I-4	Cantilever	7/17/2012	7/17/2014
77S054	77160000	I-4	I-4	Cantilever	7/17/2012	7/17/2014
77S055	77160000	I-4	I-4	Cantilever	7/17/2012	7/17/2014
77S057	77160000	I-4	I-4	Cantilever	8/15/2012	8/15/2014
77S058	77160000	I-4	I-4	Cantilever	7/17/2012	7/17/2014
77S060	77160000	I-4	I-4	Cantilever	2/21/2011	2/21/2013
77S065	77160000	I-4	I-4	Cantilever	4/25/2011	4/25/2013
77S066	77170000	SR-434	SR-434	Cantilever	4/19/2011	4/19/2013
79S066	79110000	I-4	I-4	Cantilever	7/25/2011	7/25/2013
79S068	79110000	I-4	I-4	Cantilever	4/25/2011	4/25/2013
79S069	79060000	US-92	US-92	Cantilever	7/28/2011	7/28/2013
79S071	79060000	US-92	US-92	Cantilever	7/29/2011	7/29/2013
79S072	79060000	US-92	US-92	Cantilever	7/28/2011	7/28/2013
79S073	79060000	US-92	US-92	Cantilever	7/28/2011	7/28/2013
79S074	79230000	SR-421	SR-421	Cantilever	7/27/2011	7/27/2013
79S076	79230000	SR-421	SR-421	Cantilever	7/27/2011	7/27/2013
79S077	79230000	SR-421	SR-421	Cantilever	7/27/2011	7/27/2013

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79S082	79180000	SR-A1A	SR-A1A	Cantilever	6/20/2011	6/20/2013
79S083	79180000	SR-A1A	SR-A1A	Cantilever	6/20/2011	6/20/2013
79S101	79060000	US-92	US-92	Cantilever	7/28/2011	7/28/2013
79S102	79060000	US-92	US-92	Cantilever	7/29/2011	7/29/2013
79S103	79060000	US-92	US-92	Cantilever	7/29/2011	7/29/2013
79S104	79060000	US-92	US-92	Cantilever	7/29/2011	7/29/2013
79S105	79080000	US-92	US-92	Cantilever	7/29/2011	7/29/2013
79S106	79080000	US-92	US-92	Cantilever	8/22/2012	8/22/2014
79S107	79010000	US-1	US-1	Cantilever	3/30/2011	3/30/2013
79S108	79010000	US-1	US-1	Cantilever	3/30/2011	3/30/2013
79S109	79010000	US-1	US-1	Cantilever	3/30/2011	3/30/2013
79S113	79080000	SR-A1A	SR-A1A	Cantilever	3/30/2011	3/30/2013
79S118	79110000	I-4	I-4	Cantilever	4/25/2011	4/25/2013
79S119	79110000	I-4	I-4	Cantilever	4/25/2011	4/25/2013
79S120	79110000	I-4	I-4	Cantilever	4/25/2011	4/25/2013
79S122	79110000	I-4	I-4	Cantilever	4/22/2011	4/22/2013
79S123	79110000	I-4	I-4	Cantilever	4/25/2011	4/25/2013
79S125	79150000	SR-40	SR-40	Cantilever	4/22/2011	4/22/2013
79S132	79050000	US-17	US-17	Cantilever	10/26/2011	10/26/2013
79S133	79050000	US-17	US-17	Cantilever	10/26/2011	10/26/2013
79S139	79030000	US-1	US-1	Cantilever	4/22/2011	4/22/2013
79S140	79070000	SR-44	SR-44	Cantilever	4/22/2011	4/22/2013
79S141	79110000	I-4	I-4	Cantilever	4/22/2011	4/22/2013
79S142	79150000	SR-40	SR-40	Cantilever	4/22/2011	4/22/2013
79S143	79150000	SR-40	SR-40	Cantilever	4/22/2011	4/22/2013
79S144	79180000	SR-A1A	SR-A1A	Cantilever	4/22/2011	4/22/2013
79S145	79180000	SR-A1A	SR-A1A	Cantilever	4/22/2011	4/22/2013
79S146	79110000	I-4	I-4	Cantilever	7/25/2011	7/25/2013
79S147	79110000	I-4	I-4	Cantilever	7/25/2011	7/25/2013
79S150	79110000	I-4	I-4	Cantilever	7/26/2011	7/26/2013
79S151	79110000	I-4	I-4	Cantilever	7/26/2011	7/26/2013
79S152	79110000	I-4	I-4	Cantilever	7/26/2011	7/26/2013
79S153	79110000	I-4	I-4	Cantilever	7/25/2011	7/25/2013
79S154	79110000	I-4	I-4	Cantilever	7/25/2011	7/25/2013
79S155	79110000	I-4	I-4	Cantilever	7/26/2011	7/26/2013
79S187	79110000	I-4	I-4	Cantilever	8/22/2012	8/21/2014
79S188	79110000	I-4	I-4	Cantilever	8/22/2012	8/22/2014
79S189	79110000	I-4	I-4	Cantilever	8/22/2012	8/22/2014
79S190	79110000	I-4	I-4	Cantilever	8/22/2012	8/22/2014
79S191	79110000	I-4	I-4	Cantilever	8/22/2012	8/22/2014

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79S205	79110000	I-4	I-4	Cantilever	8/22/2012	8/22/2014
79S217	79040000	US-17	US-17	Cantilever	7/22/2011	7/22/2013
79S218	79050000	US-17	US-17	Cantilever	7/22/2011	7/22/2013
79S220	79010000	US-1	US-1	Cantilever	5/16/2012	5/16/2014
79S221	79080000	SR-A1A	SR-A1A	Cantilever	5/16/2012	5/16/2014
79S222	79060000	US-92	US-92	Cantilever	5/16/2012	5/16/2014
79S223	79040000	US-17	US-17	Cantilever	5/17/2012	5/17/2014
79S224	79040000	US-17	US-17	Cantilever	5/17/2012	5/17/2014
79S225	79010000	US-1	US-1	Cantilever	5/16/2012	5/16/2014
92S018	92030000	US-192	US-192	Cantilever	8/24/2012	8/24/2014
92S039	92515001	World Drive	World Drive	Cantilever	11/10/2010	11/10/2012
92S040	92515001	World Drive	World Drive	Cantilever	11/10/2010	11/10/2012
92S046	92090000	US-192	US-192	Cantilever	12/23/2010	12/23/2012
92S055	92040000	SR-535	SR-535	Cantilever	8/19/2011	8/19/2013
92S056	92040000	SR-535	SR-535	Cantilever	8/19/2011	8/19/2013
92S059	92090000	US-192	US-192	Cantilever	8/24/2012	8/24/2014
92S060	92515001	World Drive	World Drive	Cantilever	11/10/2010	11/10/2012
92S070	92090000	US-192	US-192	Cantilever	8/24/2011	8/24/2013
92S071	92090000	US-192	US-192	Cantilever	8/24/2011	8/24/2013
92S072	92090000	US-192	US-192	Cantilever	8/24/2011	8/24/2013
92S073	92030000	US-192	US-192	Cantilever	4/18/2012	4/18/2014
92S074	92030000	US-192	US-192	Cantilever	4/18/2012	4/18/2014
92S075	92030000	US-192	US-192	Cantilever	4/18/2012	4/18/2014
92S076	92030000	US-192	US-192	Cantilever	4/18/2012	4/18/2014
92S079	92130000	I-4	I-4	Cantilever	6/22/2012	6/22/2014
92S082	92130000	I-4	I-4	Cantilever	6/22/2012	6/22/2014
92S084	92130000	I-4	I-4	Cantilever	6/22/2012	6/22/2014
92S088	92130000	I-4	I-4	Cantilever	1/25/2011	1/25/2013
92S089	92130000	I-4	I-4	Cantilever	1/25/2011	1/25/2013
92S090	92130000	I-4	I-4	Cantilever	1/25/2011	1/25/2013
92S091	92130000	I-4	I-4	Cantilever	1/25/2011	1/25/2013
92S092	92130000	I-4	I-4	Cantilever	1/25/2011	1/25/2013
92S093	92130000	I-4	I-4	Cantilever	7/12/2011	7/12/2013
92S094	92130000	I-4	I-4	Cantilever	7/12/2011	7/12/2013
92S102	92130020	I-4	I-4	Cantilever	7/13/2011	7/13/2013
92S111	92090000	US-192	US-192	Cantilever	7/13/2011	7/13/2013
92S112	92090000	US-192	US-192	Cantilever	7/12/2011	7/12/2013
92S117	92130000	I-4	I-4	Cantilever	7/26/2012	7/26/2014
75A096	75008000	SR-408	SR-408	Cantilever - Sign	2/23/2012	2/23/2014
75A036	75000000	Hughey Avenue	Hughey Avenue	Cantilever (DMS)	10/26/2010	10/26/2012

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75A061	75280000	I-4	I-4	Cantilever (DMS)	1/31/2012	1/31/2014
75A062	75280000	I-4	I-4	Cantilever (DMS)	1/31/2012	1/31/2014
75A063	75280000	I-4	I-4	Cantilever (DMS)	1/31/2012	1/31/2014
75A090	75280000	I-4	I-4	Cantilever (DMS)	1/31/2012	1/31/2014
75A093	75280000	I-4	I-4	Cantilever (DMS)	2/2/2012	2/2/2014
75S644	75280000	I-4	I-4	Cantilever (DMS)	2/15/2012	2/15/2014
79S200	79110000	I-4	I-4	Cantilever (DMS)	6/23/2011	6/23/2013
79S201	79110000	I-4	I-4	Cantilever (DMS)	7/22/2011	7/22/2013
79S219	79110000	I-4	I-4	Cantilever (DMS)	8/16/2011	8/16/2013
92S115	92090000	US-192	US-192	Cantilever (DMS)	7/2/2012	7/2/2014
92S116	92090000	US-192	US-192	Cantilever (DMS)	7/2/2012	7/2/2014
70S151	70020000	US1	CR502	Cantilever DMS	3/30/2011	3/30/2013
75A092	75280000	I-4	I-4	Cantilever DMS	2/1/2012	2/1/2014
75A094	75280000	I-4	I-4	Cantilever DMS	2/1/2012	2/1/2014
75A095	75280000	I-4	I-4	Cantilever DMS	2/1/2012	2/1/2014
75S353	75280000	I-4	I-4	Cantilever DMS	6/30/2012	6/30/2014
75S362	75280000	I-4	I-4	Cantilever DMS	6/28/2012	6/28/2014
75S769	75280000	I-4	I-4	Cantilever DMS	3/7/2011	3/7/2013
75S867	75140000	SR-520	SR-520	Cantilever DMS	8/2/2012	8/2/2014
77S061	77160000	I-4	I-4	Cantilever DMS	3/8/2011	3/8/2013
77S062	77160000	I-4	I-4	Cantilever DMS	4/25/2011	4/25/2013
77S063	77160000	I-4	I-4	Cantilever DMS	3/8/2011	3/8/2013
77S064	77160000	I-4	I-4	Cantilever DMS	3/8/2011	3/8/2013
79S115	79110000	I-4	I-4	Cantilever DMS	3/8/2011	3/8/2013
79S236	79110000	I-4	I-4	Cantilever DMS	3/27/2012	3/27/2014
79S238	79110000	I-4	I-4	Cantilever DMS	2/14/2012	2/14/2014
79S239	79110000	I-4	I-4	Cantilever DMS	3/27/2012	3/27/2014
92S086	92130000	I-4	I-4	Cantilever DMS	6/22/2012	6/22/2014
75A065	75000408	Garland Ave.	Garland Ave.	Cantilever Sign	12/12/2011	12/12/2013
75A066	75060000	SR-50	SR-50	Cantilever Sign	12/12/2011	12/12/2013
75A068	75090000	SR-426	SR-426	Cantilever Sign	12/12/2011	12/12/2013
75A069	75090000	SR-426	SR-426	Cantilever Sign	12/12/2011	12/12/2013
75A070	75011000	SR-414	SR-414	Cantilever Sign	12/13/2011	12/13/2013
75A071	75280000	I-4	I-4	Cantilever Sign	12/13/2011	12/13/2013
75A072	75280000	I-4	I-4	Cantilever Sign	12/13/2011	12/13/2013
75A079	75002000	SR-528	SR-528	Cantilever Sign	1/26/2012	1/30/2014
75A080	75002000	SR-528	SR-528	Cantilever Sign	1/26/2012	1/26/2014
75A081	75002000	SR-528	SR-528	Cantilever Sign	1/26/2012	1/30/2014
75A085	75002000	SR-528	SR-528	Cantilever Sign	2/1/2012	2/1/2014
75A086	75002000	SR-528	SR-528	Cantilever Sign	2/1/2012	2/1/2014

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75A091	75280000	I-4	I-4	Cantilever Sign	1/31/2012	1/31/2014
75A098	75008000	SR-408	SR-408 Goldenrod	Cantilever Sign	2/22/2012	2/27/2014
75A099	75008000	SR-408	SR-408	Cantilever Sign	2/22/2012	2/27/2014
77S095	77470000	SR-417	SR-417	Cantilever Sign	11/28/2011	11/28/2013
77S096	77470000	SR-417	SR-417	Cantilever Sign	11/28/2011	11/28/2013
79S078	79110000	I-4	I-4	Cantilever VMS	7/27/2011	7/27/2013
79S079	79110000	I-4	I-4	Cantilever VMS	7/27/2011	7/27/2013
77S097	77160000	I-4	I-4	Cantilever-DMS	2/14/2012	2/14/2014
77S099	77160000	I-4	I-4	Cantilever-DMS	2/14/2012	2/14/2014
77S098	77160000	I-4	I-4	Cantilver DMS	2/14/2012	2/16/2014
70P219	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P220	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P221	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P222	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P223	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P224	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P225	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P226	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P227	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P228	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P229	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P230	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P231	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P232	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P233	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P217	70100001	SR 520 WB	SR 520	HMLP	10/5/2009	10/5/2014
70P218	70100001	SR 520 WB	SR 520	HMLP	10/5/2009	10/5/2014
75P043	75280000	SR-435	I-4	HMLP	1/19/2012	1/19/2014
75P044	75280000	SR-435	I-4	HMLP	1/19/2012	1/19/2014
75P045	75280000	SR-435	I-4	HMLP	1/19/2012	1/19/2014
75P046	75280000	SR-435	I-4	HMLP	1/19/2012	1/19/2014
75P047	75280000	SR-435	I-4	HMLP	1/19/2012	1/19/2014
75P048	75280000	SR-435	I-4	HMLP	1/19/2012	1/19/2014
75P049	75280000	SR-435	I-4	HMLP	1/19/2012	1/19/2014
75P050	75270000	I-4	SR-435	HMLP	1/19/2012	1/19/2014
75P051	75270000	I-4	SR-435	HMLP	1/19/2012	1/19/2014
75P052	75270000	I-4	SR-435	HMLP	1/19/2012	1/19/2014
75P531	75002000	Daetwyler Dr.	SR-528	HMLP	10/7/2009	10/7/2014
75P532	75002000	Daetwyler Drive	SR-528 EB	HMLP	1/25/2011	1/25/2016

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75P533	75002000	Daetwyler Drive	SR-528 EB	HMLP	1/27/2011	1/27/2016
75P534	75002000	Tradeport Dr.	SR-528 WB	HMLP	1/25/2011	1/25/2016
75P535	75002000	Tradeport Drive	SR-528 EB	HMLP	1/27/2011	1/27/2016
75P536	75002000	Tradeport Drive	SR-528 EB	HMLP	1/27/2011	1/27/2016
75P537	75002000	McCoy RD	Conway RD	HMLP	1/28/2011	1/28/2016
75P538	75002000	Conway Rd	SR-528	HMLP	1/28/2011	1/28/2016
75P539	75002000	Conway Rd	SR-528	HMLP	1/28/2011	1/28/2016
75P540	75002000	SR-436	SR-528 EB	HMLP	1/27/2011	1/27/2016
75P541	75002000	SR-436	SR-528 EB	HMLP	1/27/2011	1/27/2016
75P542	75002000	SR-436	SR 528 EB	HMLP	1/27/2011	1/27/2016
75P543	75002000	SR-436	SR-528 EB	HMLP	1/27/2011	1/27/2016
75P544	75002000	SR-436	SR-528 EB	HMLP	1/27/2011	1/27/2016
75P546	75002000	SR-436	SR-528 WB	HMLP	1/27/2011	1/27/2016
75P548	75003000	SR-528	SR-436 NB	HMLP	1/27/2011	1/27/2016
75P549	75003000	SR-528	SR-436 SB	HMLP	1/27/2011	1/27/2016
75P550	75003000	SR-528	SR-436 SB	HMLP	1/27/2011	1/27/2016
75P551	75003000	SR-528	SR-436 SB	HMLP	1/27/2011	1/27/2016
75P552	75002000	SR-436	SR-528 EB on Ramp	HMLP	1/27/2011	1/27/2016
75P553	75002000	SR-436	SR-528 EB	HMLP	1/28/2011	1/28/2016
75P554	75002000	SR-528	SR-436 SB	HMLP	1/28/2011	1/28/2016
75P555	75002000	SR-436 NB	SR-528 EB	HMLP	5/3/2011	5/3/2016
75P556	75003001	SR-436 NB	SR-436 NB	HMLP	5/3/2011	5/3/2016
75P557	75003001	SR-436 NB	SR-436 NB	HMLP	5/3/2011	5/3/2016
75P558	75002000	SR-528 WB	SR-528 WB	HMLP	5/3/2011	5/3/2016
75P559	75002000	SR-528 EB	SR-528 EB	HMLP	5/3/2011	5/3/2016
75P560	75002000	SR-528 EB	SR-528 EB	HMLP	5/4/2011	5/4/2016
75P561	75140000	SR-520 EB	SR-520 EB	HMLP	5/4/2011	5/4/2016
75P567	75140000	SR-520 EB	SR-520 EB	HMLP	5/4/2011	5/4/2016
75P568	75002000	SR-528 WB	SR-528 WB	HMLP	5/4/2011	5/4/2016
75P569	75002000	SR-528 WB	SR-528 WB	HMLP	5/4/2011	5/4/2016
75P570	75002000	SR-528 WB	SR-528 WB	HMLP	5/4/2011	5/4/2016
75P571	75280000	SR-536	I-4	HMLP	10/4/2011	10/4/2016
75P572	75280000	I-4	I-4	HMLP	10/4/2011	10/4/2016
75P573	75280000	SR-536	I-4	HMLP	10/4/2011	10/4/2016
75P574	75280000	SR-536	I-4	HMLP	10/4/2011	10/4/2016
75P575	75280000	I-4	I-4	HMLP	10/4/2011	10/4/2016
75P576	75039000	I-4 WB to SR-536 WB	I-4 WB to SR536	HMLP	5/4/2011	5/4/2016
75P577	75280000	SR-536	I-4	HMLP	10/3/2011	10/3/2016
75P578	75039000	SR-536 EB	SR-536 EB	HMLP	5/4/2011	5/4/2016

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75P579	75039000	SR-536 EB to I-4 WB	SR-536 EB I-4 WB	HMLP	5/4/2011	5/4/2016
75P580	75280000	SR-536	I-4	HMLP	10/3/2011	10/3/2016
75P581	75280000	SR-536	I-4	HMLP	10/3/2011	10/3/2016
75P582	75280000	SR-536	I-4	HMLP	10/3/2011	10/3/2016
75P583	75280000	SR-536	I-4	HMLP	10/3/2011	10/3/2016
75P584	75280000	SR-536	I-4	HMLP	10/3/2011	10/3/2016
75P585	75280000	SR-536	I-4	HMLP	10/3/2011	10/3/2016
75P586	75280000	SR-536	I-4	HMLP	10/3/2011	10/3/2016
75P587	75039000	SR-536 WB	SR-536 WB	HMLP	5/4/2011	5/4/2016
75P588	75039000	SR-536 WB	SR-536 WB	HMLP	5/4/2011	5/4/2016
75P589	75039000	SR-536 WB	SR-536 WB	HMLP	5/5/2011	5/5/2016
75P590	75280000	SR-536	I-4	HMLP	10/3/2011	10/3/2016
75P591	75039000	SR-536 WB	SR-536 WB	HMLP	5/5/2011	5/5/2016
75P592	75039000	SR-536 WB	SR-536 WB	HMLP	5/5/2011	5/5/2016
75P593	75039000	SR-536 EB	SR-536 EB	HMLP	5/5/2011	5/5/2016
75P594	75039000	SR-536 EB	SR-536 EB	HMLP	5/5/2011	5/5/2016
75P595	75039000	SR-536 WB	SR-536 WB	HMLP	5/5/2011	5/5/2016
75P596	75039000	SR-536 WB to I-4 EB	SR-536 WB to I-4	HMLP	5/5/2011	5/5/2016
75P597	75039000	SR-536 WB to I-4 EB	SR-536 WB - I-4	HMLP	5/5/2011	5/5/2016
75P598	75280000	SR-536	I-4	HMLP	10/13/2009	10/13/2014
75P599	75280000	SR-536	I-4	HMLP	10/13/2009	10/13/2014
75P651	75280000	SR-536	I-4	HMLP	10/13/2009	10/13/2014
75P652	75280000	SR-536	I-4	HMLP	10/13/2009	10/13/2014
75P653	75280000	Exit 26 B	I-4	HMLP	10/13/2009	10/13/2014
75P654	75280000	I-4	Exit 26AB	HMLP	10/13/2009	10/13/2014
75P656	75280000	SR-536	I-4	HMLP	10/13/2009	10/13/2014
75P657	75280000	SR-536	I-4	HMLP	10/13/2009	10/13/2014
75P658	75280000	SR-536	I-4	HMLP	10/13/2009	10/13/2014
75P659	75280000	SR-536	I-4	HMLP	10/13/2009	10/13/2014
75P663	75280000	SR-528	I-4	HMLP	10/13/2009	10/13/2014
75P664	75280000	SR-528	I-4	HMLP	10/13/2009	10/13/2014
75P710	75280000	W Michigan St.	I-4	HMLP	10/7/2009	10/7/2014
75P711	75280000	West Moreland Ave	I-4	HMLP	10/7/2009	10/7/2014
75P712	75280000	I-4	I-4	HMLP	7/26/2010	10/7/2014
75P713	75280000	SR-500	I-4	HMLP	10/28/2009	10/28/2014
75P714	75280000	SR-500	I-4	HMLP	10/7/2009	10/7/2014
75P715	75280000	Rio Grande ave	I-4	HMLP	10/7/2009	10/7/2014
75P716	75280000	SR-500	I-4	HMLP	10/7/2009	10/7/2014
75P717	75280000	Osceola Parkway	I-4 Ramp	HMLP	9/22/2011	9/22/2016

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75P718	75280000	Osceola Parkway	I-4	HMLP	9/22/2011	9/22/2016
75P719	75280000	Osceola Parkway	I-4 EB Ramp	HMLP	9/22/2011	9/22/2016
75P720	75280000	SR-536	I-4	HMLP	9/22/2011	9/22/2016
75P721	75280000	SR-536	I-4	HMLP	9/22/2011	9/22/2016
75P722	75280000	SR-536	I-4	HMLP	9/22/2011	9/22/2016
75P723	75280000	SR-536	I-4	HMLP	9/22/2011	9/22/2016
75P724	75280000	Osceola Parkway	I-4	HMLP	9/22/2011	9/22/2016
75P725	75280000	Osceola Parkway	I-4	HMLP	9/22/2011	9/22/2016
75P726	75002000	SR-528	SR436	HMLP	3/2/2011	3/2/2016
77P086	77160000	Lake Mary Blvd.	I-4	HMLP	10/26/2009	10/26/2014
77P087	77160000	Lake Mary Blvd.	I-4	HMLP	10/26/2009	10/26/2014
77P088	77160000	Lake Mary Blvd.	I-4	HMLP	10/26/2009	10/26/2014
77P089	77160000	Lake Mary Blvd.	I-4	HMLP	10/26/2009	10/26/2014
77P090	77160000	Lake Mary Blvd.	I-4	HMLP	10/26/2009	10/26/2014
77P091	77160000	Lake Mary Blvd.	I-4	HMLP	10/26/2009	10/26/2014
77P092	77160000	Lake Mary Blvd.	I-4	HMLP	10/26/2009	10/26/2014
77P093	77160000	Lake Mary Blvd.	I-4	HMLP	10/27/2009	10/27/2014
77P094	77160000	I-4	Lake Mary Blvd.	HMLP	10/27/2009	10/27/2014
77P095	77160000	Lake Mary Blvd.	I-4	HMLP	10/27/2009	10/27/2014
77P096	77160000	Lake Mary Blvd.	I-4	HMLP	10/27/2009	10/27/2014
77P097	77160000	I-4	Lake Mary Blvd.	HMLP	10/26/2009	10/26/2014
77P098	77160000	I-4	Lake Mary Blvd.	HMLP	10/26/2009	10/26/2014
77P099	77160000	Paola Rd	I-4	HMLP	10/27/2009	10/27/2014
77P100	77160000	Paola Rd	I-4	HMLP	10/27/2009	10/27/2014
77P101	77160000	Paola Rd	I-4	HMLP	10/28/2009	10/28/2014
77P102	77160000	Paola Rd	I-4	HMLP	10/28/2009	10/28/2014
77P103	77160000	I-4	Paola Rd	HMLP	10/28/2009	10/28/2014
77P104	77160000	I-4	Paola Rd	HMLP	10/28/2009	10/28/2014
77P105	77160000	Paola Rd	I-4	HMLP	10/28/2009	10/28/2014
77P106	77160000	Paola Rd.	I-4	HMLP	10/27/2009	10/27/2014
77P107	77160000	Paola Rd	I-4	HMLP	10/27/2009	10/27/2014
77P108	77160000	Paola Rd	I-4	HMLP	10/27/2009	10/27/2014
77P109	77160000	Paola Rd	I-4	HMLP	10/27/2009	10/27/2014
77P110	77160000	Paola Rd	I-4	HMLP	10/27/2009	10/27/2014
77P111	77160000	Paola Rd	I-4	HMLP	10/27/2009	10/27/2014
77P112	77160000	Paola Rd	I-4	HMLP	10/27/2009	10/27/2014
77P113	77160000	Paola Rd	I-4	HMLP	10/28/2009	10/28/2014
77P114	77160000	Paola Rd	I-4	HMLP	10/28/2009	10/28/2014
77P115	77160000	Paola Rd	I-4	HMLP	10/28/2009	10/28/2014
77P116	77160000	Paola Rd	I-4	HMLP	10/28/2009	10/28/2014

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77P117	77160000	SR-417	I-4	HMLP	11/29/2011	11/29/2016
77P118	77160000	SR-417	I-4	HMLP	11/29/2011	11/29/2016
77P119	77160000	SR-417	I-4	HMLP	11/28/2011	11/28/2016
77P120	77160000	SR-417	I-4	HMLP	11/28/2011	11/28/2016
77P121	77160000	SR-417	I-4	HMLP	11/28/2011	11/28/2016
77P122	77160000	SR-417	I-4	HMLP	11/28/2011	11/28/2016
77P123	77160000	SR-417	I-4	HMLP	11/28/2011	11/28/2016
77P124	77160000	SR-417	I-4	HMLP	11/29/2011	11/29/2016
77P125	77160000	SR-417	I-4	HMLP	11/29/2011	11/29/2016
77P126	77160000	SR-417	I-4	HMLP	11/29/2011	11/29/2016
77P127	77160000	SR-417	I-4	HMLP	11/29/2011	11/29/2016
77P128	77160000	SR-417	I-4	HMLP	11/29/2011	11/29/2016
77P129	77160000	SR-417	I-4	HMLP	11/29/2011	11/29/2016
77P130	77160000	SR-417	I-4	HMLP	11/28/2011	11/28/2016
77P131	77160000	SR-417	I-4	HMLP	11/29/2011	11/29/2016
77P132	77160000	SR-417	I-4	HMLP	11/28/2011	11/28/2016
77P133	77160000	SR-417	I-4	HMLP	11/28/2011	11/28/2016
77P134	77160000	SR-417	I-4	HMLP	11/29/2011	11/29/2016
77P135	77160000	SR-417	I-4	HMLP	11/29/2011	11/29/2016
77P136	77160000	SR-417	I-4	HMLP	11/29/2011	11/29/2016
77P137	77160000	SR-417	I-4	HMLP	11/29/2011	11/29/2016
77P138	77160000	SR-417	I-4	HMLP	11/29/2011	11/29/2016
77P139	77160000	SR-417	I-4	HMLP	11/28/2011	11/28/2016
77P140	77160000	SR-417	I-4	HMLP	11/29/2011	11/29/2016
77P141	77160000	SR-417	I-4	HMLP	11/28/2011	11/28/2016
77P142	77160000	SR-417	I-4	HMLP	11/28/2011	11/28/2016
77P143	77160000	SR-417	I-4	HMLP	11/28/2011	11/28/2016
77P144	77160000	SR-417	I-4	HMLP	11/28/2011	11/28/2016
92P020	92130000	Osceola Pkwy	I-4	HMLP	9/22/2011	9/22/2016
92P021	92130000	Osceola Pkwy	I-4	HMLP	9/22/2011	9/22/2016
92P022	92130000	Osceola Pkwy	I-4	HMLP	9/22/2011	9/22/2016
92P023	92130000	I-4	Osceola Parkway	HMLP	9/22/2011	9/22/2016
92P024	92130000	Osceola Pkwy	I-4	HMLP	9/22/2011	9/22/2016
92P025	92130000	Osceola Pkwy	I-4	HMLP	9/22/2011	9/22/2016
92P026	92130000	Osceola Pkwy	I-4 WB Off Ramp	HMLP	9/22/2011	9/22/2016
92P027	92130000	I-4	Osceola Parkway	HMLP	9/22/2011	9/22/2016
92P029	92130000	I-4	I-4	HMLP	4/30/2012	4/30/2017
92P030	92130000	I-4	I-4	HMLP	4/25/2012	4/25/2017
92P031	92130000	I-4	I-4	HMLP	4/30/2012	4/30/2017
92P032	92130000	I-4	I-4	HMLP	4/25/2012	4/25/2017

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92P033	92130000	I-4	I-4	HMLP	4/30/2012	4/30/2017
92P034	92130000	I-4	I-4	HMLP	4/30/2012	4/30/2017
92P035	92130000	I-4	I-4	HMLP	4/30/2012	4/30/2017
92P036	92130000	I-4	I-4	HMLP	4/30/2012	4/30/2017
92P037	92130000	I-4	I-4	HMLP	4/30/2012	4/30/2017
92P038	92130000	I-4	I-4	HMLP	4/30/2012	4/30/2017
92P039	92130000	I-4	I-4	HMLP	4/16/2012	4/16/2017
92P040	92130000	I-4	I-4	HMLP	4/30/2012	4/30/2017
92P041	92130000	I-4	I-4	HMLP	4/16/2012	4/16/2017
92P042	92130000	I-4	I-4	HMLP	4/30/2012	4/30/2017
92P043	92130000	I-4	I-4	HMLP	4/16/2012	4/16/2017
92P044	92130000	I-4	I-4	HMLP	4/30/2012	4/30/2017
92P045	92130000	I-4	I-4	HMLP	4/30/2012	4/30/2017
92P046	92090000	US-192	US-192	HMLP	4/30/2012	4/30/2017
92P047	92130000	I-4	I-4	HMLP	4/16/2012	4/16/2017
92P048	92130000	I-4	I-4	HMLP	4/16/2012	4/16/2017
92P049	92090000	US-192	US-192	HMLP	4/25/2012	4/25/2017
92P050	92090000	US-192	US-192	HMLP	4/25/2012	4/25/2017
92P051	92090000	US-192	US-192	HMLP	4/25/2012	4/25/2017
92P052	92130000	I-4	I-4	HMLP	4/30/2012	4/30/2017
92P053	92090000	US-192	US-192	HMLP	4/19/2012	4/19/2017
92P054	92090000	US-192	US-192	HMLP	4/19/2012	4/19/2017
92P055	92130000	I-4	I-4	HMLP	4/19/2012	4/19/2017
92P056	92130000	I-4	I-4	HMLP	4/30/2012	4/30/2017
92P057	92130000	I-4	I-4	HMLP	4/19/2012	4/19/2017
92P058	92130000	I-4	I-4	HMLP	4/25/2012	4/25/2017
92P059	92090000	US-192	US-192	HMLP	4/19/2012	4/19/2017
92P060	92130000	I-4	I-4	HMLP	4/19/2012	4/19/2017
92P061	92130000	I-4	I-4	HMLP	4/25/2012	4/25/2017
92P062	92130000	I-4	I-4	HMLP	4/16/2012	4/16/2017
92P063	92130000	I-4	I-4	HMLP	4/19/2012	4/19/2017
92P064	92130000	I-4	I-4	HMLP	4/19/2012	4/19/2017
92P065	92130000	I-4	I-4	HMLP	4/16/2012	4/16/2017
92P066	92130000	I-4	I-4	HMLP	4/16/2012	4/16/2017
92P067	92130000	I-4	I-4	HMLP	4/19/2012	4/19/2017
92P068	92130000	I-4	I-4	HMLP	4/16/2012	4/16/2017
92P069	92130000	I-4	I-4	HMLP	4/16/2012	4/16/2017
92P070	92130000	I-4	I-4	HMLP	4/16/2012	4/16/2017
92P071	92130000	I-4	I-4	HMLP	4/16/2012	4/16/2017
92P072	92130000	I-4	I-4	HMLP	4/25/2012	4/25/2017

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92P073	92130000	I-4	I-4	HMLP	4/19/2012	4/19/2017
92P074	92130000	I-4	I-4	HMLP	4/19/2012	4/19/2017
92P075	92130000	I-4	I-4	HMLP	4/25/2012	4/25/2017
92P076	92090000	US-192	US-192	HMLP	4/19/2012	4/19/2017
92P077	92090000	US-192	US-192	HMLP	4/19/2012	4/19/2017
92P078	92090000	US-192	US-192	HMLP	4/19/2012	4/19/2017
92P079	92090000	US-192	US-192	HMLP	4/19/2012	4/19/2017
92P080	92090000	US-192	US-192	HMLP	4/25/2012	4/25/2017
92P081	92090000	US-192	US-192	HMLP	4/19/2012	4/19/2017
92P082	92090000	US-192	US-192	HMLP	4/25/2012	4/25/2017
92P083	92090000	US-192	US-192	HMLP	4/19/2012	4/19/2017
92P084	92090000	US-192	US-192	HMLP	4/25/2012	4/25/2017
92P085	92090000	US-192	US-192	HMLP	4/25/2012	4/25/2017
92P086	92090000	US-192	US-192	HMLP	4/25/2012	4/25/2017
92P087	92090000	US-192	US-192	HMLP	4/25/2012	4/25/2017
92P088	92090000	US-192	US-192	HMLP	4/19/2012	4/19/2017
92P089	92130000	I-4	I-4	HMLP	4/25/2012	4/25/2017
70S090	70110000	SR-50	SR-50	Mast Arm (DMS)	5/22/2012	5/22/2014
70S092	70002000	SR-406	SR-406	Mast Arm (DMS)	8/15/2011	8/15/2013
70S093	70002000	Singleton Ave.	Singleton Ave.	Mast Arm (DMS)	8/15/2011	8/15/2013
70S094	70020000	SR-406	SR-406	Mast Arm (DMS)	8/15/2011	8/15/2013
70S095	70030000	US-1	US-1	Mast Arm (DMS)	8/15/2011	8/15/2013
70S096	70030000	US-1	US-1	Mast Arm (DMS)	8/15/2011	8/15/2013
70S097	70030000	US-1	US-1	Mast Arm (DMS)	5/22/2012	5/22/2014
70S098	70100000	SR-520	SR-520	Mast Arm (DMS)	5/22/2012	5/22/2014
70S099	70014000	SR-519	SR-519	Mast Arm (DMS)	5/22/2012	5/22/2014
70S100	70180000	SR-514	SR-514	Mast Arm (DMS)	8/15/2011	8/15/2013
70S101	70050000	US-192	US-192	Mast Arm (DMS)	8/15/2011	8/15/2013
70S102	70050000	US-192	US-192	Mast Arm (DMS)	8/15/2011	8/15/2013
70S103	70120000	SR-518	SR-518	Mast Arm (DMS)	8/15/2011	8/15/2013
70S104	70120004	SR-518	SR-518	Mast Arm (DMS)	8/15/2011	8/15/2013
70S105	70130000	CR-509	CR-509	Mast Arm (DMS)	5/21/2012	5/21/2014
70S106	70013000	CR-509	CR-509	Mast Arm (DMS)	8/15/2011	8/15/2013
70S110	70030000	CR-5A	CR-5A	Mast Arm (DMS)	5/17/2012	5/17/2014
70S111	70030000	US-1	US-1	Mast Arm (DMS)	5/17/2012	5/17/2014
70S112	70030000	US-1	US-1	Mast Arm (DMS)	5/17/2012	5/17/2014
70S113	70150000	SR-46	SR-46	Mast Arm (DMS)	5/22/2012	5/22/2014
70S114	70160000	Singleton Ave.	Singleton Ave.	Mast Arm (DMS)	5/22/2012	5/22/2014
70S115	70160000	SR-405	SR-405	Mast Arm (DMS)	5/22/2012	5/22/2014
70S116	70110000	SR-50	SR-50	Mast Arm (DMS)	5/22/2012	5/22/2014

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70S117	70160000	SR-405	SR-405	Mast Arm (DMS)	5/22/2012	5/22/2014
70S118	70001000	SR-405	SR-405	Mast Arm (DMS)	5/22/2012	5/22/2014
70S119	70006000	SR-407	SR-407	Mast Arm (DMS)	5/22/2012	5/22/2014
70S120	70001000	SR-405	SR-405	Mast Arm (DMS)	5/17/2012	5/17/2014
70S121	70020000	US-1	US-1	Mast Arm (DMS)	5/17/2012	5/17/2014
70S122	70020000	US-1	US-1	Mast Arm (DMS)	5/22/2012	5/22/2014
70S123	70070000	E. Industry Rd.	E. Industry Rd.	Mast Arm (DMS)	5/22/2012	5/22/2014
70S124	70070000	SR-524	SR-524	Mast Arm (DMS)	5/22/2012	5/22/2014
70S125	70070000	SR-524	SR-524	Mast Arm (DMS)	5/22/2012	5/22/2014
70S126	70070000	SR-524	SR-524	Mast Arm (DMS)	5/22/2012	5/22/2014
70S127	70070000	Cox Rd.	Cox Rd.	Mast Arm (DMS)	5/22/2012	5/22/2014
70S128	70100000	Cox Rd.	Cox Rd.	Mast Arm (DMS)	5/21/2012	5/21/2014
70S129	70100000	SR-520	SR-520	Mast Arm (DMS)	5/21/2012	5/21/2014
70S130	70220067	I-95	I-95	Mast Arm (DMS)	5/21/2012	5/21/2014
70S132	70020000	US-1	US-1	Mast Arm (DMS)	5/21/2012	5/21/2014
70S133	70020000	US-1	US-1	Mast Arm (DMS)	5/17/2012	5/17/2014
70S134	70020000	Suntree Blvd.	Suntree Blvd.	Mast Arm (DMS)	5/17/2012	5/17/2014
70S135	70740000	Suntree Blvd.	Suntree Blvd.	Mast Arm (DMS)	5/21/2012	5/21/2014
70S136	70120004	CR-509	CR-509	Mast Arm (DMS)	5/21/2012	5/21/2014
70S137	70050000	CR-511	CR-511	Mast Arm (DMS)	5/21/2012	5/21/2014
70S138	70050000	US-192	US-192	Mast Arm (DMS)	5/21/2012	5/21/2014
70S139	70520000	CR-509	CR-509	Mast Arm (DMS)	5/21/2012	5/21/2014
70S140	70012000	SR-507	SR-507	Mast Arm (DMS)	5/21/2012	5/21/2014
70S141	70012000	SR-507	SR-507	Mast Arm (DMS)	5/21/2012	5/21/2014
70S142	70520000	SR-518	CR-511	Mast Arm (DMS)	8/24/2012	8/24/2014
70S143	70000215	CR-516	CR-516	Mast Arm (DMS)	8/24/2012	8/24/2014
70S144	70503000	CR-516	CR-516	Mast Arm (DMS)	8/24/2012	8/24/2014
79S162	79070000	SR-44	SR-44	Mast Arm (DMS)	6/23/2011	6/23/2013
79S163	79070000	Kepler Rd.	Kepler Rd.	Mast Arm (DMS)	6/23/2011	6/23/2013
79S164	79070000	SR-44	SR-44	Mast Arm (DMS)	6/23/2011	6/23/2013
79S165	79070000	Kepler Rd.	Kepler Rd.	Mast Arm (DMS)	6/23/2011	6/23/2013
79S166	79060000	SR-600	SR-600	Mast Arm (DMS)	6/23/2011	6/22/2013
79S167	79001000	SR-400	SR-400	Mast Arm (DMS)	6/20/2011	6/20/2013
79S168	79001000	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/20/2011	6/20/2013
79S169	79001000	SR-400	SR-400	Mast Arm (DMS)	6/20/2011	6/20/2013
79S170	79001000	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/20/2011	6/20/2013
79S171	79001000	SR-400	SR-400	Mast Arm (DMS)	6/20/2011	6/20/2013
79S172	79001000	Clyde Morris Blvd.	Clyde Morris Blvd.	Mast Arm (DMS)	6/20/2011	6/20/2013
79S173	79000285	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/22/2011	6/22/2013
79S174	79000285	Bellevue Ave.	Bellevue Ave.	Mast Arm (DMS)	6/22/2011	6/22/2013

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79S175	79000285	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/22/2011	6/22/2013
79S176	79000096	Bellevue Ave.	Bellevue Ave.	Mast Arm (DMS)	6/22/2011	6/22/2013
79S177	79060000	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/22/2011	6/22/2013
79S178	79060000	US-92	US-92	Mast Arm (DMS)	6/22/2011	6/22/2013
79S179	79060000	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/22/2011	6/22/2013
79S180	79060000	US-92	US-92	Mast Arm (DMS)	6/22/2011	6/22/2013
79S181	79060000	US-92	US-92	Mast Arm (DMS)	6/21/2011	6/21/2013
79S182	79060000	Clyde Morris Blvd.	Clyde Morris Blvd.	Mast Arm (DMS)	6/21/2011	6/21/2013
79S183	79100000	SR-40	SR-40	Mast Arm (DMS)	6/21/2011	6/21/2013
79S184	79100000	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/21/2011	6/21/2013
79S185	79100000	SR-40	SR-40	Mast Arm (DMS)	6/21/2011	6/21/2013
79S202	79210000	SR-442	SR-442	Mast Arm (DMS)	5/17/2012	5/17/2014
79S203	79070000	SR-44	SR-44	Mast Arm (DMS)	5/16/2012	5/16/2014
79S204	79070001	US-1 Business	US-1 Business	Mast Arm (DMS)	8/26/2011	8/26/2013
79S206	79100000	SR-40	SR-40	Mast Arm (DMS)	6/21/2011	6/21/2013
79S207	79100000	SR-5A	SR-5A	Mast Arm (DMS)	6/21/2011	6/21/2013
79S208	79100000	SR-40	SR-40	Mast Arm (DMS)	6/21/2011	6/21/2013
79S209	79100000	SR-5A	SR-5A	Mast Arm (DMS)	6/21/2011	6/21/2013
79S210	79030000	SR-5A	SR-5A	Mast Arm (DMS)	6/21/2011	6/21/2013
79S211	79030000	US-1	US-1	Mast Arm (DMS)	6/21/2011	6/21/2013
79S212	79030000	US-1	US-1	Mast Arm (DMS)	6/21/2011	6/21/2013
79S226	79503000	CR-415	CR-415	Mast Arm (DMS)	5/16/2012	5/16/2014
79S227	79000154	CR-421	CR-421	Mast Arm (DMS)	5/16/2012	5/16/2014
79S228	79230000	SR-421	SR-421	Mast Arm (DMS)	5/16/2012	5/16/2014
79S229	79230000	SR-421	SR-421	Mast Arm (DMS)	5/16/2012	5/16/2014
79S230	79120000	CR-415	CR-415	Mast Arm (DMS)	5/17/2012	5/17/2014
79S231	79070000	SR-44	SR-44	Mast Arm (DMS)	5/17/2012	5/17/2014
79S232	79010000	US-1	US-1	Mast Arm (DMS)	5/16/2012	5/16/2014
79S233	79010000	US-1	US-1	Mast Arm (DMS)	5/17/2012	5/17/2014
79S234	79010000	US-1	US-1	Mast Arm (DMS)	5/17/2012	5/17/2014
75A022	75003000	SR-436	SR-436	Mast Arm Sign	12/27/2011	12/27/2013
75A023	75003000	SR-436	SR-436	Mast Arm Sign	12/27/2011	12/27/2013
75S133	75010000	US-17	US-17	Mast Arm Sign	5/31/2012	5/31/2014
75S134	75010000	US-17	US-17	Mast Arm Sign	5/31/2012	5/31/2014
75S139	75020000	US-441	US-441	Mast Arm Sign	5/31/2012	5/31/2014
75S140	75020000	US-441	US-441	Mast Arm Sign	5/31/2012	5/31/2014
75P001	75002000	International Corp Park	SR-528	WSHMLP	2/17/2012	2/17/2014
75P002	75002000	International Corp Park	SR-528	WSHMLP	2/17/2012	2/17/2014
75P003	75002000	International Corp Park	SR-528	WSHMLP	2/17/2012	2/17/2014
75P004	75002000	International Corp Park	SR-528	WSHMLP	2/17/2012	2/17/2014
75P005	75002000	International Corp Park	SR-528	WSHMLP	2/17/2012	2/17/2014

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75P006	75002000	International Corp Park	SR-528	WSHMLP	2/17/2012	2/17/2014
75P007	75002000	International Corp Park	SR-528	WSHMLP	2/17/2012	2/17/2014
75P008	75002000	International Corp Park	SR-528	WSHMLP	2/17/2012	2/17/2014
75P009	75002000	SR-417	SR-528	WSHMLP	2/28/2012	2/28/2014
75P010	75002000	SR-417	SR-528	WSHMLP	2/28/2012	2/28/2014
75P011	75002000	SR-417	SR-528	WSHMLP	2/28/2012	2/28/2014
75P012	75002000	SR-417	SR-528	WSHMLP	2/17/2012	2/17/2014
75P013	75002000	SR-417	SR-528	WSHMLP	2/17/2012	2/17/2014
75P014	75002000	SR-417	SR-528	WSHMLP	2/17/2012	2/17/2014
75P015	75002000	SR-417	SR-528	WSHMLP	2/17/2012	2/17/2014
75P016	75002000	SR-417	SR-528	WSHMLP	2/17/2012	2/17/2014
75P017	75002000	SR-417	SR-528	WSHMLP	2/17/2012	2/17/2014

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Brkey	Lrsinvrt	Featint	Facility	Strucname	Lastinsp	Nextinsp
75A001	75301000	SR-417	SR-417	Bridge Sign	11/30/2011	11/30/2013
75A002	75301000	SR-417	SR-417	Bridge Sign	11/30/2011	11/30/2013
75A003	75301000	SR-417	SR-417	Cantilever	11/30/2011	11/30/2013
75A004	75301000	SR-417	SR-417	Cantilever	11/30/2011	11/30/2013
75A005	75301000	SR-417	SR-417	Cantilever	11/30/2011	11/30/2013
75A006	75301000	SR-417	SR-417	Cantilever	11/29/2011	11/29/2013
75A007	75301000	SR-417	SR-417	Cantilever	11/29/2011	11/29/2013
75A008	75301000	SR-417	SR-417	Cantilever	11/29/2011	11/29/2013
75A009	75301000	SR-417	Dowden Rd.	Cantilever	11/30/2011	11/30/2013
75A010	75301000	SR-417	SR-417	Bridge Sign	12/27/2011	12/27/2013
75A011	75301000	SR-417	SR-417	Bridge Sign	12/27/2011	12/27/2013
75A034	75320000	SR-429	SR-429	Cantilever	7/25/2012	7/25/2014
75A035	75320000	SR-429	SR-429	Bridge Sign	7/25/2012	7/25/2014
75A053	75301000	SR 417	SR 417	Cantilever	10/11/2011	10/11/2013
75A054	75301000	SR 417	SR 417	Cantilever Sign	10/11/2011	10/11/2013
75A055	75301000	SR 417	SR 417	Cantilever Sign	10/11/2011	10/11/2013
75A056	75301000	SR 417	SR 417	Cantilever Sign	10/11/2011	10/11/2013
75A057	75301000	SR 417	SR 417	Butterfly Sign	10/11/2011	10/11/2013
75A058	75301000	SR 417	SR 417	Butterfly	10/12/2011	10/12/2013
75A100	75320000	SR-429	SR-429	Bridge Sign	5/15/2012	5/15/2014
75A101	75320000	SR-429	SR-429	Bridge Sign	5/15/2012	5/15/2014
75A102	75320000	SR-429	SR-429	Cantilever Sign	5/14/2012	5/14/2014
75A103	75032000	SR-429	SR-429	Bridge Sign	5/15/2012	5/15/2014
75A104	75320000	CR-437A	CR-437A	Cantilever Sign	5/14/2012	5/14/2014
75A105	75320000	CR-437A	CR-437A	Cantilever Sign	5/14/2012	5/14/2014
75A106	75320000	SR-429	SR-429	Bridge Sign	5/14/2012	5/14/2014
75A107	75320000	SR-429	SR-429	Cantilever Sign	5/14/2012	5/14/2014
75P018	75301000	SR-528	SR-417	WSHMLP	2/29/2012	2/28/2014
75P019	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P020	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P021	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P022	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P023	75301000	SR-528	SR-417	WSHMLP	2/29/2012	2/28/2014
75P024	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P025	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P026	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P027	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P031	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P032	75301000	SR-528	SR-417	WSHMLP	2/29/2012	2/28/2014

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75P033	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P034	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P035	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P036	75301000	SR-528	SR-417	WSHMLP	2/29/2012	2/28/2014
75P037	75301000	SR-528	SR-417	WSHMLP	2/29/2012	2/28/2014
75P038	75301000	SR-528	SR-417	WSHMLP	2/29/2012	2/28/2014
75P039	75301000	SR-528	SR-417	WSHMLP	2/29/2012	2/28/2014
75P040	75301000	SR-528	SR-417	WSHMLP	2/29/2012	2/28/2014
75P041	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P042	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75S323	75301000	SR-417	SR-417	Bridge	7/17/2012	7/17/2014
75S324	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S325	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S326	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S327	75301000	SR-417	SR-417	Cantilever	8/20/2012	8/20/2014
75S333	75301000	SR-417	SR-417	Cantilever	8/20/2012	8/20/2014
75S334	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S335	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S336	75301000	SR-417	SR-417	Cantilever	8/20/2012	8/20/2014
75S343	75301000	SR-417	SR-417	Cantilever	8/20/2012	8/20/2014
75S344	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S345	75301000	SR-417	SR-417	Cantilever	8/20/2012	8/20/2014
75S346	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S349	75301000	SR-417	SR-417	Cantilever	8/20/2012	8/20/2014
75S488	75320000	SR-429	SR-429	Bridge Sign	7/26/2012	7/26/2014
75S489	75320000	SR-429	SR-429	Cantilever	7/26/2012	7/26/2014
75S490	75320000	SR-429	SR-429	Cantilever	7/26/2012	7/26/2014
75S491	75320000	SR-429	SR-429	Cantilever	7/18/2012	7/18/2014
75S492	75320000	SR-429	SR-429	Cantilever	7/18/2012	7/18/2014
75S493	75320000	SR-429	SR-429	Cantilever	7/18/2012	7/18/2014
75S494	75320000	SR-429	SR-429	Cantilever	7/18/2012	7/18/2014
75S495	75320000	SR-429	SR-429	Bridge	10/27/2011	10/27/2013
75S496	75230000	SR-438	SR-438	Cantilever	6/13/2012	6/13/2014
75S497	75320000	SR-429	SR-429	Bridge	7/18/2012	7/18/2014
75S498	75320000	SR-429	SR-429	Cantilever	7/25/2012	7/25/2014
75S499	75320000	SR-429	SR-429	Bridge Sign	7/25/2012	7/25/2014
75S500	75320000	SR-429	SR-429	Cantilever	7/19/2012	7/19/2014
75S501	75320000	SR-429	SR-429	Cantilever	7/19/2012	7/19/2014
75S502	75320000	SR-429	SR-429	Cantilever	7/19/2012	7/19/2014
75S504	75320000	SR-429	SR-429	Cantilever	7/19/2012	7/19/2014

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75S506	75320000	SR-429	SR-429	Bridge - DMS	7/19/2012	7/19/2014
75S507	75320000	SR-429	SR-429	Cantilever	7/24/2012	7/24/2014
75S508	75320000	SR-429	SR-429	Bridge DMS	7/24/2012	7/24/2014
75S509	75320000	SR-429	SR-429	Cantilever	7/24/2012	7/24/2014
75S510	75320000	SR-429	SR-429	Cantilever	7/24/2012	7/24/2014
75S517	75320000	SR-429	SR-429	Cantilever	7/24/2012	7/24/2014
75S518	75320000	SR-429	SR-429	Cantilever	7/24/2012	7/24/2014
75S576	75301000	SR-417	SR-417	Bridge-Sign	3/28/2012	3/28/2014
75S577	75301000	SR-417	SR-417	Bridge - Sign	3/28/2012	3/28/2014
75S580	75301003	SR-528	SR-528	Bridge Sign	3/30/2012	3/30/2014
75S593	75320000	SR-429	SR-429	Bridge	12/15/2010	12/15/2012
75S594	75320000	SR-429	SR-429	Bridge	12/15/2010	12/15/2012
75S595	75320000	SR-429	SR-429	Cantilever	12/15/2010	12/15/2012
75S596	75320000	SR-429	SR-429	Cantilever	12/15/2010	12/15/2012
75S597	75320000	SR-429	SR-429	Bridge	12/17/2010	12/17/2012
75S598	75320000	SR-429	SR-429	Bridge	12/17/2010	12/17/2012
75S599	75320000	SR-429	SR-429	Cantilever	12/15/2010	12/15/2012
75S600	75320000	SR-429	SR-429	Cantilever	12/15/2010	12/15/2012
75S601	75320000	SR-429	SR-429	Cantilever	12/17/2010	12/17/2012
75S602	75320000	SR-429	SR-429	Bridge	12/17/2010	12/17/2012
75S701	75320000	SR 429	SR 429	Cantilever	10/27/2011	10/27/2013
75S702	75320000	SR 429	SR 429	Cantilever	10/27/2011	10/27/2013
75S713	75320000	SR429 NB Toll Plaza Ramp	SR-429	Cantilever	5/23/2012	5/23/2014
75S714	75320000	SR-429	SR-429	Cantilever	5/23/2012	5/23/2014
75S715	75320000	SR-429	SR-429	Cantilever	5/24/2012	5/24/2014
75S716	75320000	SR-429	SR-429	Cantilever	5/24/2012	5/24/2014
75S717	75320000	CR-535	CR-535	Cantilever	5/23/2012	5/23/2014
75S718	75320000	CR-535	CR-535	Cantilever	5/23/2012	5/23/2014
75S719	75320000	SR-429	SR-429	Cantilever	5/23/2012	5/23/2014
75S720	75320000	SR-429	SR-429	Cantilever	5/23/2012	5/23/2014
75S721	75320000	New Independence Pkwy	New Ind. Pkwy	Cantilever	5/23/2012	5/23/2014
75S722	75320000	New Independence Pkwy	New Ind. Pkwy	Cantilever	5/23/2012	5/23/2014
75S723	75320000	New Independence Pkwy	New Ind. Pkwy	Cantilever	5/23/2012	5/23/2014
75S724	75320000	New Independence Pkwy	New Ind. Pkwy	Cantilever	5/23/2012	5/23/2014
75S725	75320000	SR-429	SR-429	Cantilever	5/24/2012	5/24/2014
75S726	75320000	SR-429	SR-429	Bridge DMS	6/14/2012	6/14/2014
75S727	75320000	SR-429	SR-429	Bridge	5/23/2012	5/23/2014
75S728	75320000	SR-429	SR-429	Bridge DMS	6/14/2012	6/14/2014
75S729	75320000	SR-429	SR-429	Bridge DMS	6/14/2012	6/14/2014
75S730	75320000	SR-429	SR-429	Bridge DMS	6/13/2012	6/13/2014

NON-LPA SIGNS

75S731	75320000	SR-429	SR-429	Bridge Sign	6/13/2012	6/13/2014
75S817	75301000	SR-417	SR-417	Bridge	9/19/2011	9/19/2013
75S818	75301000	SR-417	SR-417	Cantilever	9/19/2011	9/19/2013
75S819	75301000	SR-417	SR-417	Cantilever	9/19/2011	9/19/2013
75S820	75301000	SR-417	SR-417	Cantilever	9/19/2011	9/19/2013
75S821	75301000	SR-417	SR-417	Bridge	9/19/2011	9/19/2013
75S822	75301000	SR-417	SR-417	Cantilever	9/19/2011	9/19/2013
75S823	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S824	75301000	SR-417	SR-417	Cantilever	9/19/2011	9/19/2013
75S825	75301000	Landstar Boulevard	SR-417	Cantilever	9/20/2011	9/20/2013
75S826	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S827	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S828	75301000	Boggy Creek Road	SR-417	Cantilever	9/19/2011	9/19/2013
75S829	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S830	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S831	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S832	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S833	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S834	75301000	Narcoossee Road	SR-417	Cantilever	9/20/2011	9/20/2013
75S835	75301000	Narcoossee Road	SR-417	Cantilever	9/20/2011	9/20/2013
75S836	75301000	SR-417	SR-417	Cantilever	9/21/2011	9/21/2013
75S837	75301000	SR-417	SR-417	Cantilever	9/21/2011	9/21/2013
75S854	75301000	SR-417	SR-417	Bridge (DMS)	8/30/2012	8/30/2014
75S855	75301000	SR-417	SR-417	Bridge (DMS)	8/30/2012	8/30/2014
75S856	75301000	SR-417	SR-417	Bridge (DMS)	8/31/2012	8/31/2014
75S857	75301000	SR-417	SR-417	Bridge DMS	8/31/2012	8/31/2014
75S858	75301000	SR-417	SR-417	Bridge DMS	8/31/2012	8/31/2014
75S869	75320000	SR-429	SR-429	Bridge (DMS)	9/19/2012	9/19/2014
75S870	75320000	SR-429	SR-429	Bridge (DMS)	9/19/2012	9/19/2014
75S871	75320000	SR-429	SR-429	Bridge (DMS)	9/20/2012	9/20/2014
75S872	75320000	SR-429	SR-429	Bridge (DMS)	9/20/2012	9/20/2014
75S890	75301000	SR-417	SR-417	Cantilever	10/25/2010	10/25/2012
75S891	75301000	SR-417	SR-417	Bridge Sign	2/18/2011	2/18/2013
75S892	75301000	SR-417	SR-417	Bridge Sign	2/18/2011	2/18/2013
75S893	75301000	SR-417	SR-417	Bridge	10/25/2010	10/25/2012
75S894	75301000	SR-417	SR-417	Cantilever	10/25/2010	10/25/2012
75S895	75301000	SR-417	SR-417	Cantilever	10/25/2010	10/25/2012
75S896	75301000	SR-417	SR-417	Bridge	10/25/2010	10/25/2012
75S897	75301000	SR-417	SR-417	Bridge Sign	11/9/2010	11/9/2012
75S898	75301000	SR-417	SR-417	Bridge	11/9/2010	11/9/2012

NON-LPA SIGNS

75S899	75301000	SR-417	SR-417	Bridge	11/8/2010	11/8/2012
75S900	75301000	SR-417	SR-417	Bridge	11/8/2010	11/8/2012
75S901	75301000	SR-417	SR-417	Bridge	11/8/2010	11/8/2012
75S902	75301000	SR-417	SR-417	Cantilever	11/8/2010	11/8/2012
75S903	75301000	SR-417	SR-417	Cantilever	11/8/2010	11/8/2012
75S904	75301000	SR-417	SR-417	Cantilever	11/8/2010	11/8/2012
75S905	75301000	SR-417	SR-417	Bridge	11/8/2010	11/8/2012
75S906	75301000	SR-417	SR-417	Bridge	11/9/2010	11/9/2012
75S907	75301000	SR-417	SR-417	Cantilever	11/9/2010	11/9/2012
75S908	75301000	SR-417	SR-417	Bridge	10/25/2010	10/25/2012
75S924	75340000	SR-414	SR-414	Bridge Sign	2/28/2011	2/28/2013
75S925	75340000	SR-414	SR-414	Cantilever	2/28/2011	2/28/2013
75S926	75340000	SR-414	SR-414	Cantilever	2/28/2011	2/28/2013
75S927	75340000	SR-414	SR-414	Cantilever	2/28/2011	2/28/2013
75S928	75340000	SR-414	SR-414	Bridge (DMS)	2/28/2011	2/28/2013
75S929	75340000	SR-414	SR-414	Bridge (DMS)	2/28/2011	2/28/2013
75S930	75340000	SR-414	SR-414	Bridge Sign	2/18/2011	2/18/2013
75S931	75340000	SR-414	SR-414	Cantilever	2/18/2011	2/18/2013
75S932	75340000	SR-414	SR-414	Cantilever	2/18/2011	2/18/2013
75S933	75340000	SR-414	SR-414	Cantilever	2/18/2011	2/18/2013
75S934	75340000	SR-414	SR-414	Cantilever	2/18/2011	2/18/2013
75S935	75340000	SR-414	SR-414	Cantilever	2/18/2011	2/18/2013
75S936	75340000	SR-414	SR-414	Cantilever	2/28/2011	2/28/2013
75S937	75340000	SR-414	SR-414	Cantilever	2/18/2011	2/18/2013
75S938	75340000	SR-414	SR-414	Cantilever	3/3/2011	3/3/2013
75S939	75340000	SR-414	SR-414	Bridge Sign	2/28/2011	2/28/2013
75S940	75340000	SR-414	SR-414	Bridge Sign	2/28/2011	2/28/2013
75S941	75320000	SR-429	SR-429	Cantilever	3/3/2011	3/3/2013
75S942	75320000	SR-429	SR-429	Cantilever	3/3/2011	3/3/2013
75S943	75320000	SR-429	SR-429	Cantilever	3/3/2011	3/3/2013
75S966	75340000	SR-414	SR-414	Bridge Sign	4/13/2011	4/13/2013
75S967	75340000	SR-414	SR-414	Bridge Sign	4/13/2011	4/13/2013
75S968	75340000	SR-414	SR-414	Bridge Sign	4/13/2011	4/13/2013
75S969	75340000	SR-414	SR-414	Bridge Sign	4/13/2011	4/13/2013
75S979	75340000	SR-414	SR-414	Bridge Sign	6/28/2011	6/28/2013
75S980	75340000	SR-414	SR-414	Bridge Sign	6/28/2011	6/28/2013
75S981	75340000	SR-414	SR-414	Cantilever	6/28/2011	6/28/2013
75S982	75340000	SR-414	SR-414	Bridge Sign	6/28/2011	6/28/2013
75S983	75340000	SR-414	SR-414	Cantilever	6/28/2011	6/28/2013
75S984	75340000	SR-414	SR-414	Bridge Sign (DMS)	6/28/2011	6/28/2013

NON-LPA SIGNS						
75S988	75340000	SR-414	SR-414	Cantilever	6/28/2011	6/28/2013
75S990	75301000	SR-417	SR-417	Cantilever	11/30/2011	11/30/2013
75S991	75301000	SR-417	SR-417	Cantilever	11/30/2011	11/30/2013
75S992	75301000	SR-417	SR-417	Cantilever	11/30/2011	11/30/2013
75S993	75301000	SR-417	SR-417	Cantilever	11/30/2011	11/30/2013
75S994	75301000	SR-417	SR-417	Cantilever	11/30/2011	11/30/2013
75S995	75301000	SR-417	SR-417	Cantilever	11/29/2011	11/29/2013
75S996	75301000	SR-417	SR-417	Cantilever	11/29/2011	11/29/2013
75S997	75301000	SR-417	SR-417	Cantilever	11/29/2011	11/29/2013
75S998	75301000	SR-417	Moss Park Rd.	Cantilever	11/30/2011	11/30/2013
75S999	75301000	SR-417	Moss Park Rd.	Cantilever	11/30/2011	11/30/2013

FDOT Inventory Spreadsheet
OOCEA Signs on Toll Roads 004/28/11

Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75A001	SR 417	Bridge	SB	SB exit ramp to Moss Pk Rd	27.40712832	17.030	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75A002	SR 417	Bridge	NB	NB SR 417 ramp from Moss Pk Rd	27.13353984	16.860	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75A003	SR 417	Cantilever	NB	SR 417 0.75 mi S of Dowden Rd	26.85995136	16.690	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75A004	SR 417	Cantilever	NB	SR 417 0.5 mi S of Dowden Rd	27.39103488	17.020	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75A005	SR 417	Cantilever	NB	SR 417 at Dowden Rd	27.9221184	17.350	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75A006	SR 417	Cantilever	SB	SR 417 at Dowden Rd	29.48318208	18.320	SR 417	31	75301000	11/29/2011	Non-LPA	2009
75A007	SR 417	Cantilever	SB	SR 417 0.25 mi N of Dowden Rd	29.88551808	18.570	SR 417	31	75301000	11/29/2011	Non-LPA	2009
75A008	SR 417	Cantilever	SB	SR 417 1.0 mi N of Dowden Rd	30.91549824	19.210	SR 417	31	75301000	11/29/2011	Non-LPA	2009
75A009	SR 417	Cantilever	EB	Dowden Rd 0.1 mi W of SR 417	28.74288384	17.860	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75A010	SR 417	Bridge	NB	Dowden Rd on-ramp to NB 417	28.63022976	17.790	SR 417	31	75301000	12/27/2011	LPA	2009
75A011	SR 417	Bridge	SB	SB SR 417 exit ramp to Dowden Rd	29.00037888	18.020	SR 417	31	75301000	12/27/2011	LPA	2009
75A024	SR 408	Cantilever	EB	Crystal Lake Dr	12.21492096	7.590	SR 408	31	75008000	2/16/2012	LPA	2010
75A025	SR 408	Cantilever	WB	just west of Crystal Lk Dr	12.24710784	7.610	SR 408	31	75008000	2/16/2012	LPA	2010
75A026	SR 408	Cantilever	WB	at Lk Underhill Bridge	12.66553728	7.870	SR 408	31	75008000	2/16/2012	LPA	2010
75A027	SR 408	Cantilever	EB	on Lk Underhill Bridge	12.7942848	7.950	SR 408	31	75008000	2/16/2012	LPA	2010
75A028	SR 408	Cantilever	WB	on Lk Underhill Bridge	13.06787328	8.120	SR 408	31	75008000	2/16/2012	LPA	2010
75A029	SR 408	Cantilever	EB	at Conway off-ramp	13.29318144	8.260	SR 408	31	75008000	2/16/2012	LPA	2010
75A030	SR 408	Bridge	EB	Conway overpass	13.47020928	8.370	SR 408	31	75008000	2/16/2012	LPA	2010
75A031	SR 408	Butterfly	EB	off-ramp at Conway	13.40583552	8.330	SR 408	31	75008000	2/16/2012	LPA	2010
75A032	SR 408	Butterfly	WB	on-ramp from Conway	13.38974208	8.320	SR 408	31	75008000	2/16/2012	LPA	2010
75A034	SR 429	Cantilever	NB	NB 1/2 Mile South of SR 441	63.60127488	39.520	SR 429	31	75320000	7/25/2012	Non-LPA	2010
75A035	SR 429	Bridge	NB	SR 429 at SR 441	64.11626496	39.840	SR 429	31	75320000	7/25/2012	Non-LPA	2010
75A038	SR 408	Butterfly	EB	on-ramp from Ortman/Mercy	3.5405568	2.200	SR 408	31	75008000	9/27/11	LPA	2011
75A039	SR 408	Butterfly	WB	off-ramp at Mercy Dr	3.7014912	2.300	SR 408	31	75008000	9/27/11	LPA	2011
75A040	SR 408	Butterfly	WB	off-ramp at JYP	5.34302208	3.320	SR 408	31	75008000	9/27/11	LPA	2011
75A041	SR 408	Butterfly	EB	on-ramp at JYP	5.37520896	3.340	SR 408	31	75008000	9/27/11	LPA	2011
75A042	SR 408	Butterfly	EB	off-ramp at Mills	10.02621312	6.230	SR 408	31	75008000	9/27/11	LPA	2011
75A043	SR 408	Butterfly	EB	off-ramp at Bumby	11.20103424	6.960	SR 408	31	75008000	9/27/11	LPA	2011
75A044	SR 408	Butterfly	WB	on-ramp at Bumby and South St	11.20103424	6.960	SR 408	31	75008000	9/27/11	LPA	2011
75A046	SR 417	Bridge	-	John Yound Main Toll Plaza Truss	1.78637184	1.110	SR 417	31	75301000	10/11/11	Non-LPA	2008
75A047	SR 417	Bridge	-	Boggy Creek Main Toll Plaza Truss	14.82527693	9.212	SR 417	31	75301000	10/11/11	Non-LPA	2008
75A048	SR 417	Bridge	-	Curry Ford Main Toll Plaza Truss	3.36352896	2.090	SR 417	31	75300000	10/11/11	Non-LPA	2005
75A049	SR 417	Bridge	-	University Main Toll Plaza Truss	15.42878093	9.587	SR 417	31	75300000	10/11/11	Non-LPA	2001
75A050	SR 408	Bridge	-	Hiwassee Main Toll Plaza Truss	4.828032	3.000	SR 408	31	75008170	10/11/11	LPA	2004
75A051	SR 408	Bridge	-	Dean Rd Main Toll Plaza Truss	4.089343104	2.541	SR 408	31	75008160	10/12/11	LPA	2004
75A052	SR 408	Bridge	WB	Conway Rd Main Toll Plaza Truss	14.0012928	8.700	SR 408	31	75008000	10/12/11	LPA	2010
75A053	SR 417	Cantilever	NB	at 1.25 mile point to Lk Nona	18.4269888	11.450	SR 417	31	75301000	10/11/11	Non-LPA	2011
75A054	SR 417	Cantilever	NB	417 at exit ramp to Lk Nona	20.37429504	12.660	SR 417	31	75301000	10/11/11	Non-LPA	2011
75A055	SR 417	Cantilever	SB	at exit ramp to Lk Nona	21.46864896	13.340	SR 417	31	75301000	10/11/11	Non-LPA	2011
75A056	SR 417	Cantilever	SB	at 1/2 mile point to Lk Nona	21.74223744	13.510	SR 417	31	75301000	10/11/11	Non-LPA	2011

FDOT Inventory Spreadsheet
OOCEA Signs on Toll Roads 004/28/11

Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvt	Lastinsp	LPA/Non-LPA	Yr Install
75A057	SR 417	Butterfly	SB	off-ramp to Lake Nona	20.921472	13.000	SR 417	31	75301000	10/11/11	Non-LPA	2005
75A058	SR 417	Butterfly	NB	on-ramp from Lake Nona	20.88928512	12.980	SR 417	31	75301000	10/12/11	Non-LPA	2005
75A059	SR 408	Butterfly	WB	off-ramp to Rouse Rd	5.03724672	3.130	SR 408	31	75008160	10/12/11	LPA	2010
75A060	SR 408	Butterfly	EB	on-ramp from Rouse Rd	5.27864832	3.280	SR 408	31	75008000	10/12/11	LPA	2010
75A064	SR 408	Bridge	EB	Conway Rd Main Toll Plaza Truss	14.484096	9.000	SR 408	31	75008000	10/12/11	LPA	2010
75A075	SR 408	Cantilever	WB	WB ramp to I-4 (on viaduct)	8.5295232	5.300	SR 408	31	75008000	3/27/12	LPA	2012
75A076	SR 408	Cantilever	EB	EB off-ramp to I-4 (DMS)	7.91797248	4.920	SR 408	31	75008000	3/27/12	LPA	2012
75A077	SR 528	Bridge	-	EB off-ramp to Dallas Blvd	37.3367808	23.200	SR 528	31	75002000	1/27/12	LPA	2012
75A078	SR 528	Bridge	-	WB on-ramp from Dallas Blvd	37.3367808	23.200	SR 528	31	75002000	1/27/12	LPA	2012
75A079	SR 528	Cantilever	EB	EB 1.0 mile east of Dallas Blvd	35.50212864	22.060	SR 528	31	75002000	1/26/12	LPA	2012
75A080	SR 528	Cantilever	EB	EB 0.5 mile east of Dallas Blvd	36.2907072	22.550	SR 528	31	75002000	1/26/12	LPA	2012
75A081	SR 528	Cantilever	EB	EB off-ramp to Dallas Blvd	37.15975296	23.090	SR 528	31	75002000	1/26/12	LPA	2012
75A082	SR 528	Bridge	-	1.3 mile east of Dallas Blvd	39.5898624	24.600	SR 528	31	75002000	2/1/12	LPA	2012
75A083	SR 528	Bridge	-	1.8 mile east of Dallas Blvd	40.3945344	25.100	SR 528	31	75002000	2/3/12	LPA	2012
75A084	SR 528	Bridge	-	2 miles east of Dallas Blvd	40.70674714	25.294	SR 528	31	75002000	2/3/12	LPA	2012
75A085	SR 528	Cantilever	EB	2.3 miles east of Dallas Blvd	40.98999168	25.470	SR 528	31	75002000	2/1/12	LPA	2012
75A086	SR 528	Cantilever	WB	2.5 miles east of Dallas Blvd	41.39232768	25.720	SR 528	31	75002000	2/1/12	LPA	2012
75A087	SR 528	Bridge	-	2.5 miles east of Dallas Blvd	41.56935552	25.830	SR 528	31	75002000	2/3/12	LPA	2012
75A088	SR 528	Bridge	-	2.7 miles east of Dallas Blvd	41.7624768	25.950	SR 528	31	75002000	2/2/12	LPA	2012
75A089	SR 528	Bridge	-	2.8 miles east of Dallas Blvd	42.0038784	26.100	SR 528	31	75002000	2/2/12	LPA	2012
75A096	SR 408	Cantilever	EB	EB 408 0.25 mi west of Goldenrod	17.5418496	10.900	SR 408	31	75008000	2/23/12	LPA	2012
75A097	SR 408	Bridge	-	at EB ramp to Goldenrod	17.702784	11.000	SR 408	31	75008000	2/23/12	LPA	2012
75A098	SR 408	Cantilever	NB	NB SR 551 at SR 408	17.96832576	11.165	SR 551	31	75008000	2/22/12	LPA	2012
75A099	SR 408	Cantilever	SB	SB SR 551 at SR 408	17.9699351	11.166	SR 551	31	75008000	2/22/12	LPA	2012
75A100	SR 429	Bridge		1.0 mile south of CR 437A	56.32704	35.000	SR 429	31	75320000	5/15/12	Non-LPA	2012
75A101	SR 429	Bridge		0.5 mile south of CR 437A	57.131712	35.500	SR 429	31	75320000	5/15/12	Non-LPA	2012
75A102	SR 429	Cantilever	NB	at CR 437A	57.7754496	35.900	SR 429	31	75320000	5/14/12	Non-LPA	2012
75A103	SR 429	Bridge		1 mile south of SR 414	58.0973184	36.100	SR 429	31	75320000	5/15/12	Non-LPA	2012
75A104	CR437A	Cantilever	SB	southbound at SR 429	58.2582528	36.200	SR 429	31	75320000	5/14/12	Non-LPA	2012
75A105	CR437A	Cantilever	NB	northbound at SR 429	58.27434624	36.210	SR 429	31	75320000	5/14/12	Non-LPA	2012
75A106	SR 429	Bridge		0.75 south of SR 414	58.4996544	36.350	SR 429	31	75320000	5/14/12	Non-LPA	2012
75A107	SR 429	Cantilever	SB	at CR 437A	58.741056	36.500	SR 429	31	75320000	5/14/12	Non-LPA	2012
75A108	SR 429	Tube Truss	NB	at ramp plaza from CR 437A	0	0.000	SR 429	31	75320000	10/24/12	Non-LPA	2012
75A109	SR 429	Tube Truss	SB	at ramp plaza to CR 437A	0	0.000	SR 429	31	75320000	10/24/12	Non-LPA	2012
75A110	SR 429	Bridge	SB	At exit ramp to CR 437A	0	0.000	SR 429	31	75320000	10/24/12	Non-LPA	2012
75Axxx	SR 408	Butterfly	WB	off-ramp to Orange Blossom Tr	0	0.000	SR 408	31	75008000		LPA	
75Axxx	SR 408	Butterfly	EB	on-ramp from Orange Blossom Tr	0	0.000	SR 408	31	75008000		LPA	
75Axxx	SR 408	Cantilever	EB	exit ramp to EB I-4	0	0.000	SR 408	31	75008000		LPA	2012
75C070	SR 528	Cable	NB	Dallas Blvd NB at SR-528	37.50254323	23.303	SR 528	31	75002000	1/3/2012	LPA	2004
75C071	SR 528	Cable	SB	Dallas Blvd SB at SR-528	37.50254323	23.303	SR 528	31	75002000	1/3/2012	LPA	2004

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvt	Lastinsp	LPA/Non-LPA	Yr Install
75S007	SR 528	Bridge	-	East of Toll Plaza	15.47384256	9.615	SR 528	31	75002000	8/17/2011	LPA	0
75S021	SR 528	Cantilever	EB	At Int'l Corp Pk Blvd	30.4166016	18.900	SR 528	31	75002000	11/1/2011	LPA	2000
75S023	SR 528	Cantilever	WB	at Int'l Corp Park Blv	31.4626752	19.550	SR 528	31	75002000	11/2/2011	LPA	2000
75S044	SR 408	Bridge	EB	SR-527 (Orange Ave)	9.02841984	5.610	SR 408	31	75008000	10/5/2011	LPA	0
75S045	SR 408	Cantilever	EB	Ramp from Anderson St	9.38247552	5.830	SR 408	31	75008000	6/14/2011	LPA	0
75S071	SR 408	Bridge	WB	exit to WB I-4	9.10888704	5.660	SR 408	31	75008000	6/14/2011	LPA	0
75S075	SR 408	Cantilever	WB	South St at Bumby wb on-ramp	11.44243584	7.110	SR 408	31	75008000	6/14/2011	LPA	0
75S090	SR 408	Bridge	EB	Exit to Dean Road	2.87267904	1.785	SR 408	31	75008160	10/5/2011	LPA	0
75S167	SR 408	Cantilever	EB	SR 50 at SR 408		0.000	SR 408	31	75008160	9/25/2012	LPA	0
75S168	SR 408	Cantilever	WB	SR 50 on-ramp to WB 408		0.000	SR 408	31	75008160	9/25/2012	LPA	0
75S253	SR 417	Bridge	NB	NB 1/2 mi South of SR-408	9.405006336	5.844	SR 417	31	75300000	6/20/2012	Non-LPA	0
75S254	SR 417	Bridge	NB	NB at Exit to SR-408 EB	9.923215104	6.166	SR 417	31	75300000	6/20/2012	Non-LPA	0
75S255	SR 417	Cantilever	NB	at Exit to SR-408 WB	10.41406502	6.371	SR 417	31	75300000	6/20/2012	Non-LPA	0
75S265	SR 417	Cantilever	WB	Univ Blvd WB at SR-417	16.70499072	10.380	SR 417	31	75300000	6/20/2012	Non-LPA	0
75S281	SR 417	Bridge	SB	SB at SR-50 Exit	13.74379776	8.540	SR 417	31	75300000	6/28/2012	Non-LPA	0
75S282	SR 417	Cantilever	SB	just North of SR-50	14.14613376	8.790	SR 417	31	75300000	6/20/2012	Non-LPA	0
75S287	SR 417	Cantilever	EB	Univ Blvd at SR-417	16.68889728	10.370	SR 417	31	75300000	6/20/2012	Non-LPA	0
75S323	SR 417	Bridge	-	North of SR-423	6.61440384	4.110	SR 417	31	75301000	7/17/2012	Non-LPA	0
75S324	SR 417	Bridge	-	South of US-441	7.11330048	4.420	SR 417	31	75301000	8/31/2012	Non-LPA	0
75S325	SR 417	Bridge	NB	NB South of Landstar Blvd	10.65707597	6.622	SR 417	31	75301000	8/31/2012	Non-LPA	0
75S326	SR 417	Bridge	-	South of Landstar Blvd	11.08355213	6.887	SR 417	31	75301000	8/31/2012	Non-LPA	0
75S327	SR 417	Cantilever	NB	0.3 mi S of Landstar	11.41829568	7.095	SR 417	31	75301000	8/20/2012	Non-LPA	0
75S333	SR 417	Cantilever	NB	at Narcossee Road	24.40409242	15.164	SR 417	31	75301000	8/20/2012	Non-LPA	0
75S334	SR 417	Bridge	NB	NB 0.5 mi South of SR-528	29.98046938	18.629	SR 417	31	75301000	8/31/2012	Non-LPA	0
75S335	SR 417	Bridge	NB	NB on Exit Ramp SR-528	30.4166016	18.900	SR 417	31	75301000	8/31/2012	Non-LPA	0
75S336	SR 417	Cantilever	SB	at Exit to Narcossee Rd	25.28279424	15.710	SR 417	31	75301000	8/20/2012	Non-LPA	0
75S343	SR 417	Cantilever	SB	0.5mi North of US-441	8.4892896	5.275	SR 417	31	75301000	8/20/2012	Non-LPA	0
75S344	SR 417	Bridge	SB	SB at US-441 Exit	8.270418816	5.139	SR 417	31	75301000	8/31/2012	Non-LPA	0
75S345	SR 417	Cantilever	SB	at US-441	7.90187904	4.910	SR 417	31	75301000	8/20/2012	Non-LPA	0
75S346	SR 417	Bridge	-	NB/SB at Ramp to CR-423	6.06722688	3.770	SR 417	31	75301000	8/31/2012	Non-LPA	0
75S349	SR 417	Cantilever	SB	0.4 mi south of CR 423	1.31161536	0.815	SR 417	31	75301000	8/20/2012	Non-LPA	0
75S371	SR 408	Bridge	E/W	0.2mi East of SR-551	18.507456	11.500	SR 408	31	75008000	6/16/2011	LPA	0
75S379	SR 408	Bridge	EB	West of Rio Grande Av	6.56612352	4.080	SR 408	31	75008000	2/17/2011	LPA	0
75S387	SR 408	Bridge	EB	Rouse Road	4.700893824	2.921	SR 408	31	75008160	10/5/2011	LPA	0
75S402	SR 528	Bridge	EB	on-ramp from Boggy Creek	12.6333504	7.850	SR 528	31	75002000	11/1/2011	LPA	1997
75S404	SR 528	Cantilever	WB	at Sand Lake Rd	12.7138176	7.900	SR 528	31	75002000	11/4/2011	LPA	1997
75S406	SR 528	Bridge	-	West of Tradeport Dr	13.679424	8.500	SR 528	31	75002000	11/4/2011	LPA	1997
75S407	SR 528	Cantilever	EB	0.2mi E of Tradeport	14.0012928	8.700	SR 528	31	75002000	11/1/2011	LPA	1997
75S408	SR 528	Bridge	-	SR-528 1mi E of SR-482	14.32638029	8.902	SR 528	31	75002000	11/4/2011	LPA	1997
75S409	SR 528	Bridge	-	SR-528 0.75mi W of 436	14.80757414	9.201	SR 528	31	75002000	11/3/2011	LPA	1997

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S410	SR 528	Bridge	WB	West of SR-436	16.11597082	10.014	SR 528	31	75002000	11/3/2011	LPA	1997
75S412	SR 528	Cantilever	WB	0.1mi E of SR-436	16.84983168	10.470	SR 528	31	75002000	11/3/2011	LPA	1997
75S422	SR 528	Cantilever	WB	0.5mi E of SR-15	22.0480128	13.700	SR 528	31	75002000	11/3/2011	LPA	1997
75S423	SR 528	Cantilever	WB	1 mi East of SR-15	22.6917504	14.100	SR 528	31	75002000	11/3/2011	LPA	1997
75S427	SR 528	Cantilever	WB	2 mi East of SR-417	29.370528	18.250	SR 528	31	75002000	11/2/2011	LPA	1997
75S429	SR 528	Cantilever	EB	1 mi. West of SR-520	47.475648	29.500	SR 528	31	75002000	11/2/2011	LPA	1997
75S430	SR 528	Cantilever	EB	0.5 mi West of SR-520	47.9584512	29.800	SR 528	31	75002000	11/2/2011	LPA	1997
75S431	SR 528	Cantilever	EB	at SR-520 Exit	48.6021888	30.200	SR 528	31	75002000	11/2/2011	LPA	1997
75S454	SR 408	Cantilever	EB	West of SR-527 (Orange Ave)	8.70655104	5.410	SR 408	31	75008000	6/15/2011	LPA	0
75S471	SR 408	Cantilever	EB	at Hiwassee Road	6.310237824	3.921	SR 408	31	75008170	2/15/2012	LPA	2000
75S472	SR 408	Cantilever	SB	Hiwassee at SR-408	6.42128256	3.990	SR 408	31	75008170	2/15/2012	LPA	2000
75S473	SR 408	Cantilever	NB	Hiwassee Rd at SR-408	6.437376	4.000	SR 408	31	75008170	2/15/2012	LPA	2000
75S479	SR 408	Bridge	-	0.1 mi. East of Tampa Rd.	6.303800448	3.917	SR 408	31	75008000	12/28/2011	LPA	2000
75S488	SR 429	Bridge	SB	on Exit Ramp to SR-50	48.34469376	30.040	SR 429	31	75320000	7/26/2012	Non-LPA	2000
75S489	SR 429	Cantilever	SB	Just North of SR-50	48.09202675	29.883	SR 429	31	75320000	7/26/2012	Non-LPA	2000
75S490	SR 429	Cantilever	SB	Just South of Story Rd	48.61023552	30.205	SR 429	31	75320000	7/26/2012	Non-LPA	2000
75S491	SR 429	Cantilever	NB	South of Plant St Exit	48.99808742	30.446	SR 429	31	75320000	7/18/2012	Non-LPA	2000
75S492	SR 429	Cantilever	SB	0.2 mi. N of Story Rd.	49.084992	30.500	SR 429	31	75320000	7/18/2012	Non-LPA	2000
75S493	SR 429	Cantilever	NB	at Plant Street Exit	49.24109837	30.597	SR 429	31	75320000	7/18/2012	Non-LPA	2000
75S494	SR 429	Cantilever	NB	at Plant Street Exit	49.5130775	30.766	SR 429	31	75320000	7/18/2012	Non-LPA	2000
75S495	SR 429	Bridge	SB	0.5mi North of SR-50	49.78505664	30.935	SR 429	31	75320000	10/27/2011	Non-LPA	2000
75S496	CR 438	Cantilever	EB	CR 438 at SR 429	12.29538816	7.640	SR 429	31	75320000	6/13/2012	Non-LPA	2000
75S497	SR 429	Bridge	SB	1mi North of SR-50	50.52213619	31.393	SR 429	31	75320000	7/18/2012	Non-LPA	2000
75S498	SR 429	Cantilever	SB	at Plant Street Exit	50.93251891	31.648	SR 429	31	75320000	7/25/2012	Non-LPA	2000
75S499	SR 429	Bridge	SB	.5mi North of Plant St	51.7404096	32.150	SR 429	31	75320000	7/25/2012	Non-LPA	2000
75S500	SR 429	Cantilever	NB	1 mi. S of West Rd.	52.10573069	32.377	SR 429	31	75320000	7/19/2012	Non-LPA	2000
75S501	SR 429	Cantilever	SB	1mi North of SR-438	52.54186291	32.648	SR 429	31	75320000	7/19/2012	Non-LPA	2000
75S502	SR 429	Cantilever	NB	0.5mi South of West Rd	49.69171469	30.877	SR 429	31	75320000	7/19/2012	Non-LPA	2000
75S504	SR 429	Cantilever	NB	at Exit to West Rd.	53.711856	33.375	SR 429	31	75320000	7/19/2012	Non-LPA	2000
75S505	SR 429	Bridge	NB	at West Rd.	53.98705382	33.546	SR 429	31	75320000	7/19/2012	Non-LPA	2000
75S506	SR 429	Bridge/DMS	-	Just North of West Road	54.79172582	34.046	SR 429	31	75320000	7/19/2012	Non-LPA	2000
75S507	SR 429	Cantilever	SB	0.5mi North of West Rd	55.37752704	34.410	SR 429	31	75320000	7/24/2012	Non-LPA	2000
75S508	SR 429	Bridge/DMS	NB	NB Just South of Toll Pla	55.60605389	34.552	SR 429	31	75320000	7/24/2012	Non-LPA	2000
75S509	SR 429	Cantilever	NB	at Forrest Lk Toll Plaza	55.82492467	34.688	SR 429	31	75320000	7/24/2012	Non-LPA	2000
75S510	SR 429	Cantilever	SB	at Forrest Lk Toll Plaza	56.23691674	34.944	SR 429	31	75320000	7/24/2012	Non-LPA	2000
75S511	SR 429	Bridge/DMS	-	0.3mi North of Toll Plaza	56.43486605	35.067	SR 429	31	75320000	7/19/2010	Non-LPA	2000
75S512	SR 429	Bridge	-	0.75mi N of Toll Plaza	57.13493069	35.502	SR 429	31	75320000	7/15/2010	Non-LPA	2000
75S514	SR 429	Bridge	NB	0.5mi South of CR-437A	58.50770112	36.355	SR 429	31	75320000	7/8/2010	Non-LPA	2000
75S515	SR 429	Cantilever	NB	at CR-437A Exit	59.39605901	36.907	SR 429	31	75320000	7/8/2010	Non-LPA	2000
75S516	SR 429	Cantilever	NB	2.0 mi S of US-441	60.75112666	37.749	SR 429	31	75320000	7/8/2010	Non-LPA	2000

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S517	SR 429	Cantilever	NB	1.0 mi S of US-441	62.22528576	38.665	SR 429	31	75320000	7/24/2012	Non-LPA	2000
75S518	SR 429	Cantilever	NB	0.5 mi S of US-441	63.20054822	39.271	SR 429	31	75320000	7/24/2012	Non-LPA	2000
75S537	SR 408	Cantilever		On Ramp from I-4 EB	8.000049024	4.971	SR 408	31	75008000	6/15/2011	LPA	2000
75S539	SR 408	Cantilever	WB	Just West of I-4	8.204435712	5.098	SR 408	31	75008000	7/20/2011	LPA	2001
75S540	SR 408	Cantilever	EB	Off-ramp to Orange Ave	9.1732608	5.700	SR 408	31	75008000	6/15/2011	LPA	2001
75S556	SR 408	Cantilever	WB	at SR-417 Exit	2.224113408	1.382	SR 408	31	75008160	7/21/2011	LPA	2001
75S561	SR 408	Bridge	-	West of Rouse Road	5.014715904	3.116	SR 408	31	75008160	7/21/2011	LPA	2001
75S563	SR 408	Cantilever	WB	West Kehoe Dr	5.840309376	3.629	SR 408	31	75008160	7/21/2011	LPA	2001
75S564	SR 408	Cantilever	EB	West of Alafaya Trail	5.948135424	3.696	SR 408	31	75008160	7/21/2011	LPA	2001
75S565	SR 408	Cantilever	WB	West of Alafaya Tr	6.789822336	4.219	SR 408	31	75008160	7/21/2011	LPA	2001
75S566	SR 408	Cantilever	SB	Alafaya Trail SB at SR408	7.131003264	4.431	SR 408	31	75008160	7/20/2011	LPA	2001
75S567	SR 408	Bridge	EB	1mi. West of SR50 (Woodbury)	7.143878016	4.439	SR 408	31	75008160	7/21/2011	LPA	2001
75S570	SR 408	Cantilever	EB	at End of SR-408	10.07449344	6.260	SR 408	31	75008160	7/20/2011	LPA	2001
75S572	SR 408	Monotube	-	On Exit Ramp to SR-50/Clark Rd	1.11044736	0.690	SR 408	31	75008180	12/28/2011	LPA	1999
75S576	SR 417	Bridge	SB	SB on Exit Ramp to SR-528	31.7298263	19.716	SR 417	31	75301001	3/28/2012	Non-LPA	2002
75S577	SR 417	Bridge	SB	on Exit Ramp to SR-528	31.95191578	19.854	SR 417	31	75301001	3/28/2012	Non-LPA	2002
75S578	SR 417	Bridge	-	North of SR-528	0.191511936	0.119	SR 417	31	75300000	3/28/2012	Non-LPA	2002
75S580	SR 528	Bridge	EB	Exit Ramp to SR-417	23.87783693	14.837	SR 528	31	75301003	3/30/2012	Non-LPA	2002
75S581	SR 528	Cantilever	EB	West of SR-417	22.6772663	14.091	SR 528	31	75002000	3/30/2012	LPA	2002
75S582	SR 528	Cantilever	EB	at Exit Ramp to SR-417	0	0.000	SR 528	31	75002000	3/30/2012	Non-LPA	2002
75S593	SR 429	Bridge	SB	on Ramp from CR-535	42.5671488	26.450	SR 429	31	75320000	12/15/2012	Non-LPA	2002
75S594	SR 429	Bridge	NB	on Ramp from CR-535	42.80050368	26.595	SR 429	31	75320000	12/15/2012	Non-LPA	2002
75S595	SR 429	Cantilever	SB	on CR-535 off Ramp	43.51666176	27.040	SR 429	31	75320000	12/15/2012	Non-LPA	2002
75S596	SR 429	Cantilever	SB	1/2mi North of CR-535	44.35352064	27.560	SR 429	31	75320000	12/15/2010	Non-LPA	2002
75S597	SR 429	Bridge	-	1mi North of CR-535	44.94897792	27.930	SR 429	31	75320000	12/17/2010	Non-LPA	2002
75S598	SR 429	Bridge	NB	1/2mi South of FL Tpk	45.59271552	28.330	SR 429	31	75320000	12/17/2010	Non-LPA	2002
75S599	SR 429	Cantilever	NB	1/2mi South of SR-50	46.73534976	29.040	SR 429	31	75320000	12/15/2010	Non-LPA	2002
75S600	SR 429	Cantilever	NB	at SR-50 Exit	47.54002176	29.540	SR 429	31	75320000	12/15/2010	Non-LPA	2002
75S601	SR 429	Cantilever	NB	just South of SR-50	47.7975168	29.700	SR 429	31	75320000	12/17/2010	Non-LPA	2002
75S602	SR 429	Bridge	NB	off Ramp to SR-50	47.84579712	29.730	SR 429	31	75320000	12/17/2010	Non-LPA	2002
75S603	SR 528	Cantilever	EB	East of SR-436	16.79672333	10.437	SR 528	31	75002000	2/16/2011	LPA	2003
75S604	SR 528	Bridge	-	West of Goldenrod Road	18.01821542	11.196	SR 528	31	75002000	2/16/2011	LPA	2003
75S606	SR 528	Bridge	EB	Ramp to Goldenrod Rd	18.38353651	11.423	SR 528	31	75002000	2/16/2011	LPA	2003
75S607	SR 528	Bridge	WB	Ramp to Goldenrod Rd	18.97738445	11.792	SR 528	31	75002000	2/16/2011	LPA	2003
75S608	SR 528	Cantilever	WB	at Goldenrod Rd Exit	19.90275725	12.367	SR 528	31	75002000	2/16/2011	LPA	2003
75S611	SR 551	Bridge	N/S	SR 551 at Cargo Rd	0	0.000	SR 528	31	75200001	2/16/2011	Non-LPA	2003
75S612	SR 551	Cantilever	NB	at SR-528	0	0.000	SR 551	31	75200001	2/16/2011	Non-LPA	2003
75S613	SR 551	Cantilever	SB	North of SR-528	0	0.000	SR 551	31	75200001	2/16/2011	Non-LPA	2003
75S614	SR 551	Cantilever	NB	North of SR-528	0	0.000	SR 551	31	75200001	2/16/2011	Non-LPA	2003
75S615	SR 551	Cantilever	SB	at Exit to SR-528 WB	0	0.000	SR 551	31	75200001	2/16/2011	Non-LPA	2003

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvt	Lastinsp	LPA/Non-LPA	Yr Install
75S616	SR 551	Cantilever	SB	North of SR-528		0	SR 551	31	75200001	2/16/2011	Non-LPA	2003
75S617	SR 551	Cantilever	SB	North of Toll Plaza		0	SR 551	31	75200001	2/16/2011	Non-LPA	2003
75S619	SR 417	Bridge	-	North of SR-50	13.32535832	8.280	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S620	SR 417	Cantilever	NB	1mi. S of Univ. Blvd at Traverthon	14.27005325	8.867	SR 417	31	75300000	6/15/2011	Non-LPA	2003
75S621	SR 417	Bridge	-	South of Econ Trail	14.61123418	90.790	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S622	SR 417	Bridge	-	North of Econ Trail	14.97333658	9.304	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S623	SR 417	Cantilever	NB	South of Toll Plaza	15.17611392	9.430	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S624	SR 417	Cantilever	NB	at Toll Plaza	15.35796979	9.543	SR 417	31	75300000	4/19/2011	Non-LPA	2003
75S625	SR 417	Cantilever	SB	North of University Toll Plaza	15.62351155	9.708	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S626	SR 417	Cantilever	NB	South of University at plaza	15.6363863	9.716	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S627	SR 417	Bridge	-	North of Toll Plaza	15.80053939	9.818	SR 417	31	75300000	4/26/2011	Non-LPA	2003
75S628	SR 417	Bridge	-	South of University Blvd	16.08217459	9.993	SR 417	31	75300000	4/19/2011	Non-LPA	2003
75S629	SR 417	Cantilever	NB	at University Blvd	16.31874816	10.140	SR 417	31	75300000	3/16/2011	Non-LPA	2003
75S630	SR 417	Cantilever	NB	at University Blvd	16.53440026	10.274	SR 417	31	75300000	3/16/2011	Non-LPA	2003
75S631	SR 417	Cantilever	NB	Ramp to WB Univ Blvd	16.79833267	10.438	SR 417	31	75300000	4/19/2011	Non-LPA	2003
75S632	SR 417	Bridge	-	1mi South of SR-426	17.03007821	10.582	SR 417	31	75300000	4/19/2011	Non-LPA	2003
75S633	SR 417	Cantilever	SB	at Ramp to Univ. Blvd.	17.34711898	10.779	SR 417	31	75300000	6/15/2011	Non-LPA	2003
75S634	SR 417	Cantilever	NB	South of Aloma Ave	18.23386752	11.330	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S635	SR 417	Cantilever	SB	North of Univ. Blvd.	17.99407526	11.181	SR 417	31	75300000	6/15/2011	Non-LPA	2003
75S636	SR 417	Bridge	NB	Ramp to Univ Blvd	16.57946189	10.302	SR 417	31	75300000	3/16/2011	Non-LPA	2003
75S661	SR 528	Bridge	WB	Ramp to NB 417	24.92712922	15.489	SR 417	31	75002000	9/20/2012	LPA	2004
75S676	SR 417	Bridge	SB	SR 417 south at Lee Vista	2.04386688	1.270	SR 417	31	75300000	8/17/2011	Non-LPA	2005
75S677	SR 417	Bridge	SB	SR 417 north of Lee Vista	2.726228736	1.694	SR 417	31	75300000	8/17/2011	Non-LPA	2005
75S678	SR 417	Bridge	-	South of Curry Ford	3.0577536	1.900	SR 417	31	75300000	8/17/2011	Non-LPA	2005
75S679	SR 417	Cantilever	NB	SR 417 at Curry Ford Plaza	3.209031936	1.994	SR 417	31	75300000	9/15/2011	Non-LPA	2005
75S680	SR 417	Bridge	-	North of Curry Ford	3.744943488	2.327	SR 417	31	75300000	9/15/2011	Non-LPA	2005
75S681	SR 417	Bridge	-	3/4 mile south Of Curry Ford	4.061984256	2.524	SR 417	31	75300000	9/15/2011	Non-LPA	2005
75S682	SR 417	Bridge	NB	SR 417 north of Curry Ford Plaza	4.543178112	2.823	SR 417	31	75300000	9/15/2011	Non-LPA	2005
75S683	SR 417	Butterfly	NB	on-ramp from Curry Ford Rd	6.080101632	3.778	SR 417	31	75300000	8/18/2011	Non-LPA	2005
75S684	SR 417	Butterfly	SB	off-ramp to Curry Ford Rd	6.142866048	3.817	SR 417	31	75300000	8/18/2011	Non-LPA	2005
75S685	SR 417	Butterfly	NB	Ramp from University at plaza	17.0332969	10.584	SR 417	31	75300000	8/16/2011	Non-LPA	2005
75S686	SR 417	Butterfly	SB	Ramp to University at plaza	16.93995494	10.526	SR 417	31	75300000	8/16/2011	Non-LPA	2005
75S687	SR 417	Cantilever	SB	SR 417 to Curry Ford Plaza	3.51641664	2.185	SR 417	31	75300000	9/15/2011	Non-LPA	2005
75S688	SR 417	Cantilever	SB	SR 417 south of Curry Ford Rd	4.80389184	2.985	SR 417	31	75300000	9/15/2011	Non-LPA	2005
75S689	SR 408	Bridge	-	East of Econlochatchee Tr	2.468733696	1.534	SR 408	31	75008160	9/13/2011	LPA	2005
75S690	SR 408	Bridge	-	East of Dean Rd	3.345826176	2.079	SR 408	31	75008160	9/14/2011	LPA	2005
75S691	SR 408	Cantilever	WB	at Dean Rd exit ramp	3.509979264	2.181	SR 408	31	75008160	9/14/2011	LPA	2005
75S692	SR 408	Bridge	-	West of Dean plaza	3.793223808	2.357	SR 408	31	75008160	9/14/2011	LPA	2005
75S693	SR 408	Cantilever	WB	at Dean plaza	3.817363968	2.372	SR 408	31	75008160	9/13/2011	LPA	2005
75S694	SR 408	Cantilever	WB	at Dean plaza	4.242230784	2.636	SR 408	31	75008160	9/14/2011	LPA	2005

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	LrsInvt	Lastinsp	LPA/Non-LPA	Yr Install
75S695	SR 408	Bridge	-	East of Dean plaza	4.446617472	2.763	SR 408	31	75008160	9/13/2011	LPA	2005
75S696	SR 408	Bridge	WB	Rouse Rd	5.236805376	3.254	SR 408	31	75008160	9/13/2011	LPA	2005
75S697	SR 408	Cantilever	WB	west of Kehoe Dr	5.532924672	3.438	SR 408	31	75008160	9/13/2011	LPA	2005
75S698	SR 408	Bridge	-	East of Alafaya Trail	6.21206784	3.860	SR 408	31	75008160	9/13/2011	LPA	2005
75S699	SR 408	Cantilever	EB	at Alafaya Trail	6.657856128	4.137	SR 408	31	75008160	9/13/2011	LPA	2005
75S701	SR 429	Cantilever	NB	SR 429 1 mi south of New Ind Pky	33.31503014	20.701	SR 429	31	75320000	10/27/2011	Non-LPA	2005
75S702	SR 429	Cantilever	NB	SR 429 north of Old YMCA Rd	34.28063654	21.301	SR 429	31	75320000	10/27/2011	Non-LPA	2005
75S703	SR 408	Cantilever	EB	at SR 441	6.805915776	4.229	SR 408	31	75008000	10/27/2011	LPA	2005
75S704	SR 408	Bridge	-	Just east of SR 441 (OBT)	7.374014208	4.582	SR 408	31	75008000	12/28/2011	LPA	2005
75S705	SR 408	Bridge/DMS	-	East of Westmoreland	7.58805696	4.715	SR 408	31	75008000	1/20/2012	LPA	2006
75S706	SR 408	Cantilever	EB	at Parramore Ave	7.794052992	4.843	SR 408	31	75008000	12/28/2011	LPA	2005
75S707	SR 408	Cantilever	EB	ramp to EB I-4	7.924409856	4.924	SR 408	31	75008000	10/27/2011	LPA	2005
75S708	SR 408	Cantilever	WB	at Parramore Ave	7.930847232	4.928	SR 408	31	75008000	12/28/2011	LPA	2005
75S709	SR 408	Cantilever	EB	at I-4 Connector	8.13523392	5.055	SR 408	31	75008000	12/28/2011	LPA	2005
75S710	SR 408	Bridge	-	West of SR 441	6.98455296	4.340	SR 408	31	75008000	12/28/2011	LPA	2005
75S713	SR 429	Cantilever	NB	SR 429 at Toll Plaza	38.4633216	23.900	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S714	SR 429	Cantilever	NB	SR 429 at New Indep. Pkwy	38.9461248	24.200	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S715	SR 429	Cantilever	NB	SR 429 south of CR 535	40.8773376	25.400	SR 429	31	75320000	5/24/2012	Non-LPA	2005
75S716	SR 429	Cantilever	NB	SR 429 at exit to CR 535	41.842944	26.000	SR 429	31	75320000	5/24/2012	Non-LPA	2005
75S717	SR 429	Cantilever	WB	CR 535 at SR 429	42.55105536	26.440	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S718	SR 429	Cantilever	EB	CR 535 at SR 429	42.55105536	26.440	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S719	SR 429	Cantilever	NB	SR 429 at New Indep. Pkwy	35.0836992	21.800	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S720	SR 429	Cantilever	SB	SR 429 at New Indep. Pkwy	24.7838976	15.400	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S721	SR 429	Cantilever	WB	New Indep. Pkwy at SB 429	24.14016	15.000	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S722	SR 429	Cantilever	WB	New Indep. Pkwy at 429	24.14016	15.000	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S723	SR 429	Cantilever	EB	New Ind at SR 429 NB on-ramp	24.14016	15.000	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S724	SR 429	Cantilever	EB	New Ind SR 429 SB on-ramp	24.14016	15.000	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S725	SR 429	Cantilever	NB	SR 429 north of CR 535	42.8085504	26.600	SR 429	31	75320000	5/24/2012	Non-LPA	2005
75S726	SR 429	Bridge	NB	SR 429 5.8 mi south of Tpk	26.3932416	16.400	SR 429	31	75320000	6/14/2012	Non-LPA	2005
75S727	SR 429	Bridge	NB	SR 429 north of Conserv II	25.6690368	15.950	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S728	SR 429	Bridge	NB	SR 429 before toll plaza	26.8760448	16.700	SR 429	31	75320000	6/14/2012	Non-LPA	2005
75S729	SR 429	Bridge	SB	SR 429 north of New Ind. Plaza	39.2679936	24.400	SR 429	31	75320000	6/14/2012	Non-LPA	2005
75S730	SR 429	Bridge	SB	SR 429 at Tiny Rd	39.5898624	24.600	SR 429	31	75320000	6/13/2012	Non-LPA	2005
75S731	SR 429	Bridge	SB	SR 429 at Stonebrook Pkwy	40.2336	25.000	SR 429	31	75320000	6/13/2012	Non-LPA	2005
75S732	SR 408	Bridge	EB	1 mi west of toll plaza	2.917740672	1.813	SR 408	31	75008170	7/18/2012	LPA	2006
75S733	SR 408	Cantilever	WB	0.25 mi west of Good Homes	3.078675072	1.913	SR 408	31	75008170	7/18/2012	LPA	2006
75S734	SR 408	Bridge	-	0.1 mi east of Good Homes Rd	3.796442496	2.359	SR 408	31	75008170	7/16/2012	LPA	2006
75S735	SR 408	Cantilever	WB	at Good Home Rd Exit	3.9428928	2.450	SR 408	31	75008170	7/16/2012	LPA	2006
75S736	SR 408	Cantilever	WB	east of Good Homes Rd	4.314651264	2.681	SR 408	31	75008170	7/16/2012	LPA	2006
75S737	SR 408	Bridge/DMS	EB	Just west of Hiwassee toll plaza	4.422477312	2.748	SR 408	31	75008170	7/18/2012	LPA	2006

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvt	Lastinsp	LPA/Non-LPA	Yr Install
75S738	SR 408	Cantilever	EB	Just west of Hiawassee toll plaza	4.605942528	2.862	SR 408	31	75008170	7/16/2012	LPA	2006
75S739	SR 408	Cantilever	EB	at Hiawassee plaza	4.757220864	2.956	SR 408	31	75008170	7/17/2012	LPA	2006
75S740	SR 408	Cantilever	WB	at toll plaza	4.890796416	3.039	SR 408	31	75008170	7/16/2012	LPA	2006
75S741	SR 408	Cantilever	WB	at Hiawassee plaza	5.577986304	3.466	SR 408	31	75008170	7/16/2012	LPA	2006
75S742	SR 408	Bridge/DMS	WB	1/4 mi east of Hia Plaza	5.257726848	3.267	SR 408	31	75008170	7/16/2012	LPA	2006
75S743	SR 408	Cantilever	EB	at Dorscher Rd	5.577986304	3.466	SR 408	31	75008170	7/18/2012	LPA	2006
75S744	SR 408	Bridge/DMS	WB	Dorscher Rd	5.695468416	3.539	SR 408	31	75008170	7/16/2012	LPA	2006
75S745	SR 408	Cantilever	EB	at Hiawassee Rd exit	5.787201024	3.596	SR 408	31	75008170	7/18/2012	LPA	2006
75S746	SR 408	Cantilever	WB	1.25 mi east of Gd Homes Rd	6.202411776	3.854	SR 408	31	75008170	7/16/2012	LPA	2006
75S747	SR 408	Bridge	WB	Hiawassee Rd	6.506577792	4.043	SR 408	31	75008170	7/18/2012	LPA	2006
75S748	SR 408	Cantilever	WB	at SR 50/Clark Rd Exit	2.76807168	1.720	SR 408	31	75008170	9/14/2010	LPA	2006
75S751	SR 408	Cantilever	SB	Good Homes Rd at SR 408	3.550212864	2.206	SR 408	31	75008170	2/17/2011	LPA	2007
75S752	SR 408	Cantilever	EB	1/2 mile west of Good Homes	2.648980224	1.646	SR 408	31	75008170	2/17/2011	LPA	2007
75S753	SR 408	Cantilever	EB	0.3 mile west of Good Homes	3.120518016	1.939	SR 408	31	75008170	2/17/2011	LPA	2007
75S754	SR 408	Butterfly	WB	ramp from Good Homes	3.447214848	2.142	SR 408	31	75008170	2/17/2011	LPA	2007
75S755	SR 408	Cantilever	EB	at Good Homes	3.503541888	2.177	SR 408	31	75008170	2/17/2011	LPA	2007
75S756	SR 408	Butterfly	EB	ramp to Good Homes	3.670913664	2.281	SR 408	31	75008170	2/17/2011	LPA	2007
75S757	SR 408	Cantilever	NB	Good Homes at SR 408	3.57274368	2.220	SR 408	31	75008170	2/17/2011	LPA	2007
75S758	SR 408	Cantilever	WB	3/4 mi east of Turnpike	2.51057664	1.560	SR 408	31	75008170	7/18/2012	LPA	2006
75S773	SR 408	Cantilever	EB	1/2 mile west of SR 423(JYP)	4.132795392	2.568	SR 408	31	75008000	4/13/2011	LPA	2007
75S774	SR 408	Cantilever	WB	at Old Winter Garder Rd	4.21648128	2.620	SR 408	31	75008000	4/11/2011	LPA	2007
75S775	SR 408	Bridge/DMS	-	East of Ferguson Dr	4.5061632	2.800	SR 408	31	75008000	4/14/2011	LPA	2007
75S776	SR 408	Bridge	-	John Young Pkwy	5.080699008	3.157	SR 408	31	75008000	4/14/2011	LPA	2007
75S777	SR 408	Cantilever	WB	at John Jung Pkwy exit	5.56028352	3.455	SR 408	31	75008000	3/9/2011	LPA	2007
75S778	SR 408	Cantilever	EB	west of Tampa Ave	5.671328256	3.524	SR 408	31	75008000	4/19/2011	LPA	2007
75S779	SR 408	Cantilever	WB	0.4 mile east of SR 423 (JYP)	5.848356096	3.634	SR 408	31	75008000	3/9/2011	LPA	2007
75S780	SR 408	Cantilever	EB	at Tampa Ave	5.969056896	3.709	SR 408	31	75008000	4/19/2011	LPA	2007
75S781	SR 408	Cantilever	WB	at Pine Hills Toll Plaza	2.636105472	1.638	SR 408	31	75008000	3/9/2011	LPA	2007
75S782	SR 408	Cantilever	EB	west of Old Winter Garden Rd	2.92900608	1.820	SR 408	31	75008000	3/9/2011	LPA	2007
75S783	SR 408	Cantilever	EB	at Pine Hills Toll Plaza	2.216066688	1.377	SR 408	31	75008000	4/11/2011	LPA	2007
75S784	SR 408	Cantilever	WB	East of Hiawassee Rd	6.796259712	4.223	SR 408	31	75008170	4/11/2011	LPA	2007
75S785	SR 408	Cantilever	EB	EB 1/2 mi west of Kirkman Rd	7.423903872	4.613	SR 408	31	75008170	4/11/2011	LPA	2007
75S786	SR 408	Cantilever	WB	WB at Kirkman Rd exit	1.100791296	0.684	SR 408	31	75008000	4/11/2011	LPA	2007
75S787	SR 408	Cantilever	EB	at SR 423 exit (JYP)	4.83607872	3.005	SR 408	31	75008000	4/14/2011	LPA	2007
75S788	SR 408	Cantilever	EB	1/2 mi west of Kirkman Rd	6.747979392	4.193	SR 408	31	75008170	4/11/2011	LPA	2007
75S789	SR 408	Cantilever	WB	at Hiawassee Rd exit	7.034442624	4.371	SR 408	31	75008170	4/18/2012	LPA	2007
75S790	SR 408	Bridge/DMS	EB	Powers Dr	7.174455552	4.458	SR 408	31	75008170	4/13/2011	LPA	2007
75S791	SR 408	Bridge/DMS	-	West of Kirkman Rd	7.731288576	4.804	SR 408	31	75008170	4/14/2011	LPA	2007
75S792	SR 408	Bridge	-	East of Kirkman Rd	0.825593472	0.513	SR 408	31	75008000	4/13/2011	LPA	2007
75S793	SR 408	Bridge	-	West of Pine Hills Rd	1.586813184	0.986	SR 408	31	75008000	4/13/2011	LPA	2007

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvt	Lastinsp	LPA/Non-LPA	Yr Install
75S794	SR 408	Bridge/DMS	-	East of Pine Hills Rd near plaza	2.071225728	1.287	SR 408	31	75008000	4/19/2011	LPA	2007
75S795	SR 408	Cantilever	WB	west of Pines Hills Toll Plaza	2.2530816	1.400	SR 408	31	75008000	3/9/2011	LPA	2007
75S796	SR 408	Cantilever	WB	west of Pines Hills Toll Plaza	2.30940864	1.435	SR 408	31	75008000	3/9/2011	LPA	2007
75S797	SR 408	Cantilever	WB	at Pine Hills Toll Plaza	2.563684992	1.593	SR 408	31	75008000	3/9/2011	LPA	2007
75S798	SR 408	Bridge/DMS	WB	Pine Hills Toll Plaza	2.763243648	1.717	SR 408	31	75008000	3/9/2011	LPA	2007
75S799	SR 408	Bridge/DMS	-	East of Old Winter Garden Rd	3.172017024	1.971	SR 408	31	75008000	3/9/2011	LPA	2007
75S800	SR 408	Bridge	-	East of Mercy Dr	3.5405568	2.200	SR 408	31	75008000	4/14/2011	LPA	2007
75S801	SR 408	Bridge	EB	east of I-4 Viaduct	9.34224192	5.805	SR 408	31	75008000	5/27/2011	LPA	2007
75S802	SR 408	Cantilever	EB	between Anderson and Mills	9.625486464	5.981	SR 408	31	75008000	5/26/2011	LPA	2007
75S803	SR 408	Cantilever	EB	east of Summerlin	10.0181664	6.225	SR 408	31	75008000	6/15/2011	LPA	2007
75S804	SR 408	Cantilever	WB	between Mills and Summerlin	10.02621312	6.230	SR 408	31	75008000	5/27/2011	LPA	2007
75S805	SR 408	Cantilever	WB	off-ramp to Rosalind Ave	10.17105408	6.320	SR 408	31	75008000	5/27/2011	LPA	2007
75S806	SR 408	Cantilever	EB	east of Summerlin	10.18714752	6.330	SR 408	31	75008000	6/15/2011	LPA	2007
75S807	SR 408	Cantilever	WB	between Bumby and Mills	10.36417536	6.440	SR 408	31	75008000	5/27/2011	LPA	2007
75S808	SR 408	Bridge/DMS	-	East of Mills	10.41245568	6.470	SR 408	31	75008000	5/27/2011	LPA	2007
75S809	SR 408	Cantilever	WB	between Bumby and Mills	10.6216704	6.600	SR 408	31	75008000	5/27/2011	LPA	2007
75S810	SR 408	Cantilever	WB	at Mills off-ramp	10.76651136	6.690	SR 408	31	75008000	5/26/2011	LPA	2007
75S811	SR 408	Cantilever	EB	east of Mills	10.77455808	6.695	SR 408	31	75008000	5/26/2011	LPA	2007
75S812	SR 408	Cantilever	EB	at Bumby exit	10.96767936	6.815	SR 408	31	75008000	5/26/2011	LPA	2007
75S813	SR 408	Cantilever	WB	between Bumby and Mills	11.08838016	6.890	SR 408	31	75008000	5/26/2011	LPA	2007
75S814	SR 408	Bridge/DMS	WB	just west of Bumby	11.47462272	7.130	SR 408	31	75008000	5/27/2011	LPA	2007
75S815	SR 408	Cantilever	WB	between Primrose and Bumby	11.63555712	7.230	SR 408	31	75008000	5/26/2011	LPA	2007
75S816	SR 408	Cantilever	WB	between Crystal Lk and Primrose	12.03789312	7.480	SR 408	31	75008000	5/26/2011	LPA	2007
75S817	SR 417	Monotube	SB	SR 417 at International Dr	0	0.000	SR 417	31	75301000	9/19/2011	Non-LPA	2007
75S818	SR 417	Cantilever	NB	0.5 mile south of John Young	4.39350912	2.730	SR 417	31	75301000	9/19/2011	Non-LPA	2007
75S819	SR 417	Cantilever	NB	at Exit to John Young Pkwy	5.40739584	3.360	SR 417	31	75301000	9/19/2011	Non-LPA	2007
75S820	SR 417	Cantilever	NB	1.0 mile south of OBT	5.58442368	3.470	SR 417	31	75301000	9/19/2011	Non-LPA	2007
75S821	SR 417	Bridge	-	0.5 mile north of John Young Pkwy	7.58001024	4.710	SR 417	31	75301000	9/19/2011	Non-LPA	2007
75S822	SR 417	Cantilever	SB	1/2 mile north of John Young	9.22154112	5.730	SR 417	31	75301000	9/19/2011	Non-LPA	2007
75S823	SR 417	Cantilever	NB	1 mile south of Landstar Blvd	9.31810176	5.790	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S824	SR 417	Cantilever	SB	1 mile north of OBT	9.78481152	6.080	SR 417	31	75301000	9/19/2011	Non-LPA	2007
75S825	SR 417	Cantilever	SB	Landstar at SR 417	11.7482112	7.300	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S826	SR 417	Cantilever	NB	Landstar at SR 417	11.75142989	7.302	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S827	SR 417	Cantilever	SB	at exit to Landstar Blvd	12.34366848	7.670	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S828	SR 417	Cantilever	NB	Boggy Creek Rd at SR 417	17.42436749	10.827	SR 417	31	75301000	9/19/2011	Non-LPA	2007
75S829	SR 417	Cantilever	SB	exit to Boggy Creek	18.63620352	11.580	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S830	SR 417	Cantilever	SB	1/2 mile north of Boggy Creek	19.81102464	12.310	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S831	SR 417	Cantilever	SB	1.25 mile north of Boggy Creek	20.519136	12.750	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S832	SR 417	Cantilever	NB	1.0 mile south of Narcoossee	22.80440448	14.170	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S833	SR 417	Cantilever	NB	1/2 mile south of Narcoossee	23.54470272	14.630	SR 417	31	75301000	9/20/2011	Non-LPA	2007

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S834	SR 417	Cantilever	SB	Narcoossee Rd at SR 417	24.99633101	15.532	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S835	SR 417	Cantilever	NB	Narcoossee Rd at SR 417	24.81608448	15.420	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S836	SR 417	Cantilever	NB	1.0 mile south of SR 528	28.42101504	17.660	SR 417	31	75301000	9/21/2011	Non-LPA	2007
75S837	SR 417	Cantilever	NB	1/2 mile south of SR 528	29.49927552	18.330	SR 417	31	75301000	9/21/2011	Non-LPA	2007
75S838	SR 528	Cantilever	WB	1.5 mi east of SR-417	27.47150208	17.070	SR 528	31	75002000	9/14/2011	LPA	2007
75S839	SR 417	Cantilever	NB	417 at Curry Ford exit	5.35911552	3.330	SR 417	31	75301000	9/15/2011	Non-LPA	2007
75S840	SR 417	Cantilever	EB	Curry Ford at SR-417	5.8741056	3.650	C.Ford	31	75300000	9/14/2011	Non-LPA	2007
75S841	SR 417	Cantilever	WB	Curry Ford at SR 417	5.92238592	3.680	C.Ford	31	75300000	9/14/2011	Non-LPA	2007
75S842	SR 417	Cantilever	NB	417 just north of Curry Ford Rd	6.08332032	3.780	SR 417	31	75301000	9/15/2011	Non-LPA	2007
75S843	SR 417	Cantilever	SB	417 at exit to Curry Ford Rd	6.46956288	4.020	SR 417	31	75301000	9/14/2011	Non-LPA	2007
75S844	SR 417	Cantilever	SB	417 1/2 mi north of Curry Ford Rd	7.33860864	4.560	SR 417	31	75301000	9/14/2011	Non-LPA	2007
75S845	SR 417	Cantilever	SB	417 1 mile north of Curry Ford Rd	8.07890688	5.020	SR 417	31	75301000	9/14/2011	Non-LPA	2007
75S846	SR 417	Cantilever	SB	at 417 overpass from 408 to 417	10.63776384	6.610	SR 417	31	75300000	9/9/2009	Non-LPA	2007
75S847	SR 50	Cantilever	WB	0.1 mi east of SR 417	13.05177984	8.110	SR 50	31	75300000	10/27/2012	Non-LPA	2007
75S848	SR 408	Cantilever	EB	off-ramp to OBT	7.03283328	4.370	SR 408	31	75300000	9/13/2011	LPA	2007
75S849	SR 408	Cantilever	WB	off-ramp to OBT	7.11330048	4.420	SR 408	31	75008000	9/13/2011	LPA	2007
75S854	SR 417	Bridge/DMS	-	0.2 mi north of SR 535	0.28968192	0.180	SR 417	31	75301000	8/30/2012	Non-LPA	2008
75S855	SR 417	Bridge/DMS	-	1.7 mi south of JYP	3.00947328	1.870	SR 417	31	75301000	8/30/2012	Non-LPA	2008
75S856	SR 417	Bridge/DMS	-	1.2 mi north of Landstar Blvd	13.5989568	8.450	SR 417	31	75301000	8/30/2012	Non-LPA	2008
75S857	SR 417	Bridge/DMS	-	1.1 mi north of Boggy Creek Rd	19.10291328	11.870	SR 417	31	75301000	8/31/2012	Non-LPA	2008
75S858	SR 417	Bridge/DMS	-	1 mile south of Narcoossee Rd	23.48032896	14.590	SR 417	31	75301000	8/31/2012	Non-LPA	2008
75S859	SR 417	Bridge/DMS	-	1.2 mi north of SR 528	0.98169984	0.610	SR 417	31	75300000	8/1/2012	Non-LPA	2008
75S860	SR 417	Bridge/DMS	-	1 mile north of Curry Ford Rd	7.59610368	4.720	SR 417	31	75300000	8/1/2012	Non-LPA	2008
75S861	SR 417	Bridge/DMS	SB	SR 417 0.9 mi north of SR 50	14.43581568	8.970	SR 417	31	75300000	8/2/2012	Non-LPA	2008
75S862	SR 417	Bridge/DMS	-	1.1 mi north of University	18.44308224	11.460	SR 417	31	75300000	8/12/2008	Non-LPA	2008
75S863	SR 528	Bridge/DMS	-	0.75 west of Tradeport Dr	13.08396672	8.130	SR 417	31	75002000	9/22/2012	LPA	2008
75S864	SR 528	Bridge/DMS	-	0.5 mi east of SR 15	21.58130304	13.410	SR 528	31	75002000	9/22/2012	LPA	2008
75S865	SR 528	Bridge/DMS	-	0.5 mi west of Dallas Blvd	36.58038912	22.730	SR 528	31	75002000	8/1/2012	LPA	2008
75S866	SR 528	Bridge/DMS	-	0.8 mi east of SR 520	48.8291063	30.341	SR 528	31	75002000	8/2/2012	LPA	2008
75S868	SR 408	Bridge/DMS	-	0.5 mi west of Alafaya Trail	6.40518912	3.980	SR 408	31	75008160	8/2/2012	LPA	2008
75S869	SR 429	Bridge/DMS	-	1.0 mi south of US 441	62.65176192	38.930	SR 429	31	75320000	9/19/2012	Non-LPA	2008
75S870	SR 429	Bridge/DMS	-	75 mi north of SR 438	50.72652288	31.520	SR 429	31	75320000	9/19/2012	Non-LPA	2008
75S871	SR 429	Bridge/DMS	-	1.7 mi south of FI Turnpike	44.54664192	27.680	SR 429	31	75320000	9/19/2012	Non-LPA	2008
75S872	SR 429	Bridge/DMS	-	0.8 mi North of Seidel Rd	30.22348032	18.780	SR 429	31	75320000	9/19/2012	Non-LPA	2008
75S873	SR 408	Bridge/DMS	EB	SR 50 ramp to SR 408 EB	2.418844032	1.503	SR 408	31	75008170	9/19/2012	LPA	2008
75S874	SR 408	Bridge/DMS	-	At Old Winter Garden Rd	2.3335488	1.450	SR 408	31	75008170	9/19/2012	LPA	2008
75S875	SR 528	Bridge/DMS	-	0.2 mi west of Goldenrod Rd	18.33042816	11.390	SR 528	31	75002000	8/1/2012	LPA	2008
75S876	SR 528	Cantilever	-	0.75 mi west of Goldenrod Rd	12.89084544	8.010	SR 528	31	75002000	9/25/2012	LPA	2008
75S890	SR 417	Cantilever	SB	exit to International Dr	0.04828032	0.030	SR 417	31	75301000	10/22/2012	Non-LPA	2008
75S891	SR 417	Bridge	-	3 miles south of John Young Pkwy	0.7242048	0.450	SR 417	31	75301000	2/18/2011	Non-LPA	2009

FDOT Inventory Spreadsheet
OOCEA Signs on Toll Roads 004/28/11

Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvt	Lastinsp	LPA/Non-LPA	Yr Install
75S892	SR 417	Bridge	-	2 miles south of John Young Pkwy	0.7242048	0.450	SR 417	31	75301000	2/18/2011	Non-LPA	2009
75S893	SR 417	Bridge	NB	at John Young Plaza	1.48059648	0.920	SR 417	31	75301000	10/22/2012	Non-LPA	2008
75S894	SR 417	Cantilever	NB	at John Young Plaza	1.64153088	1.020	SR 417	31	75301000	10/22/2012	Non-LPA	2008
75S895	SR 417	Cantilever	SB	at John Young Plaza	2.18870784	1.360	SR 417	31	75301000	10/22/2012	Non-LPA	2008
75S896	SR 417	Bridge	SB	at John Young Plaza	2.34964224	1.460	SR 417	31	75301000	10/22/2012	Non-LPA	2008
75S897	SR 417	Bridge	SB	near Hunter Vista Blvd	2.46229632	1.530	SR 417	31	75301000	11/9/2010	Non-LPA	2008
75S898	SR 417	Bridge	N/S	1 mile south of SR 423	2.46229632	1.530	SR 417	31	75301000	11/9/2010	Non-LPA	2008
75S899	SR 417	Bridge	-	0.8 mile north of Landstar Rd	13.14834048	8.170	SR 417	31	75301000	11/8/2010	Non-LPA	2008
75S900	SR 417	Bridge	-	2 miles south of Boggy Creek Rd	13.93691904	8.660	SR 417	31	75301000	11/8/2010	Non-LPA	2008
75S901	SR 417	Bridge	-	1.7 mile south of Boggy Creek Rd	14.53237632	9.030	SR 417	31	75301000	11/21/2012	Non-LPA	2008
75S902	SR 417	Cantilever	-	1.6 mile south of Boggy Creek Rd	14.70940416	9.140	SR 417	31	75301000	11/21/2012	Non-LPA	2008
75S903	SR 417	Cantilever	-	1.6 mile south of Boggy Creek Rd	14.78987136	9.190	SR 417	31	75301000	11/8/2010	Non-LPA	2008
75S904	SR 417	Cantilever	-	1.4 mile south of Boggy Creek Rd	15.0473664	9.350	SR 417	31	75301000	11/21/2012	Non-LPA	2008
75S905	SR 417	Bridge	-	1.3 mile south of Boggy Creek Rd	15.19220736	9.440	SR 417	31	75301000	11/8/2010	Non-LPA	2008
75S906	SR 417	Bridge	-	1 mile south of Boggy Creek Rd	15.691104	9.750	SR 417	31	75301000	11/9/2010	Non-LPA	2008
75S907	SR 417	Cantilever	-	0.5 mile south of Boggy Creek Rd	16.56014976	10.290	SR 417	31	75301000	11/21/2012	Non-LPA	2008
75S908	SR 417	Bridge	-	At exit to Boggy Creek Rd	16.84983168	10.470	SR 417	31	75301000	10/22/2012	Non-LPA	2008
75S909	SR 528	Bridge/DMS	-	0.6 mi east of SR 417	25.1862336	15.650	SR 528	31	75002000	10/6/2011	LPA	2009
75S910	SR 528	Bridge/DMS	-	0.9 mi east of SR 417	25.70122368	15.970	SR 528	31	75002000	10/6/2011	LPA	2009
75S911	SR 528	Cantilever	EB	1.1 mi east of SR 417	26.05527936	16.190	SR 528	31	75002000	10/6/2011	LPA	2009
75S912	SR 528	Cantilever	WB	1.4 mi east of SR 417	26.50589568	16.470	SR 528	31	75002000	10/6/2011	LPA	2009
75S913	SR 528	Bridge/DMS	WB	1.6 mi east of SR 417	26.84385792	16.680	SR 528	31	75002000	10/6/2011	LPA	2009
75S914	SR 528	Bridge/DMS	WB	1.9 mi east of SR 417	27.23010048	16.920	SR 528	31	75002000	10/5/2011	LPA	2009
75S915	SR 528	Bridge	-	2.3 mi east of SR 417	27.88993152	17.330	SR 528	31	75002000	10/5/2011	LPA	2009
75S916	SR 528	Bridge	EB	0.2 mi east of SR 417	24.67124352	15.330	SR 528	31	75002000	10/6/2011	LPA	2009
75S917	SR 528	Cantilever	EB	0.6 mi west of SR 15	19.84321152	12.330	SR 528	31	75002000	10/7/2011	LPA	2009
75S918	SR 528	Cantilever	EB	at exit to Narcoossee	20.34210816	12.640	SR 528	31	75002000	10/7/2011	LPA	2009
75S919	SR 528	Cantilever	EB	at SR 15 (Narcoossee)	20.63179008	12.820	SR 528	31	75002000	10/7/2011	LPA	2009
75S920	SR 528	Cantilever	WB	at SR 15 (Narcoossee)	20.64788352	12.830	SR 528	31	75002000	10/7/2011	LPA	2009
75S921	SR 528	Cantilever	WB	at Narcoossee	21.13068672	13.130	SR 528	31	75002000	10/6/2011	LPA	2009
75S922	SR 528	Cantilever	WB	at exit to Narcoossee	21.45255552	13.330	SR 528	31	75002000	10/6/2011	LPA	2009
75S923	SR 528	Cantilever	WB	0.5 mi east of Goldenrod Rd	19.82711808	12.320	SR 528	31	75002000	10/7/2011	LPA	2009
75S924	SR 414	Bridge	-	1.3 Mile east of SR 429	6.50174976	4.040	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S925	SR 414	Cantilever	EB	EB 1.4 mile east of SR 429	6.30862848	3.920	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S926	SR 414	Cantilever	WB	WB 1.5 mile east of SR 429	6.08332032	3.780	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S927	SR 414	Cantilever	WB	WB 1.6 mile east of SR 429	5.98675968	3.720	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S928	SR 414	Bridge/DMS	EB	EB east of Mainline plaza	5.76145152	3.580	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S929	SR 414	Bridge/DMS	-	1.8 mile east of SR 429	5.48786304	3.410	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S930	SR 414	Bridge	-	1 mile west of Hiwassee Rd	4.95677952	3.080	SR 414	31	75340000	2/18/2011	Non-LPA	2009
75S931	SR 414	Cantilever	WB	WB at exit to Keene Rd	4.61881728	2.870	SR 414	31	75340000	2/18/2011	Non-LPA	2009

FDOT Inventory Spreadsheet
OOCEA Signs on Toll Roads 004/28/11

Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvt	Lastinsp	LPA/Non-LPA	Yr Install
75S932	SR 414	Cantilever	EB	EB 0.5 mile west of Hiwassee	4.2647616	2.650	SR 414	31	75340000	2/18/2011	Non-LPA	2009
75S933	SR 414	Cantilever	WB	WB 0.5 mile east of Keene Rd	3.73367808	2.320	SR 414	31	75340000	2/18/2011	Non-LPA	2009
75S934	SR 414	Cantilever	EB	EB at exit to Hiwassee Rd	0.7242048	0.450	SR 414	31	75340000	2/18/2011	Non-LPA	2009
75S935	SR 414	Cantilever	WB	WB 1.0 mile east of Keene Rd	2.9772864	1.850	SR 414	31	75340000	2/18/2011	Non-LPA	2009
75S936	SR 414	Cantilever	EB	EB 1.0 mile west of SR 441	2.2530816	1.400	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S937	SR 414	Cantilever	WB	WB at exit to Hiwassee Rd	2.22089472	1.380	SR 414	31	75340000	2/18/2011	Non-LPA	2009
75S938	SR 414	Cantilever	WB	WB at ramp to SR 429 north	8.1271872	5.050	SR 414	31	75340000	3/3/2011	Non-LPA	2009
75S939	SR 414	Bridge	-	0.5 mile east of ramp to SR 429	7.45126272	4.630	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S940	SR 414	Bridge	-	0.75 mile east of ramp to SR 429	7.06502016	4.390	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S941	SR 429	Cantilever	SB	at exit to SR 414	61.52522112	38.230	SR 429	31	75320000	3/3/2011	Non-LPA	2009
75S942	SR 429	Cantilever	SB	0.5 mile north of SR 414	62.29770624	38.710	SR 429	31	75320000	3/3/2011	Non-LPA	2009
75S943	SR 429	Cantilever	SB	1.0 mile north of SR 414	63.15065856	39.240	SR 429	31	75320000	3/3/2011	Non-LPA	2009
75S944	SR 408	Cantilever	EB	0.1 mi east of Conway Rd	13.74379776	8.540	SR 408	31	75008000	3/17/2011	LPA	2009
75S945	SR 408	Bridge/DMS	-	0.3 mile east of Conway	14.0012928	8.700	SR 408	31	75008000	3/17/2011	LPA	2009
75S946	SR 408	Bridge	-	Between Andes and Conway Toll	14.30706816	8.890	SR 408	31	75008000	3/17/2011	LPA	2009
75S947	SR 408	Cantilever	-	0.1 mile west of Andes Ave	14.5645632	9.050	SR 408	31	75008000	3/7/2011	LPA	2009
75S948	SR 408	Cantilever	EB	0.1 mile east of Andes Ave	14.54846976	9.040	SR 408	31	75008000	3/17/2011	LPA	2009
75S949	SR 408	Bridge/DMS	WB	Andes Ave	14.77377792	9.180	SR 408	31	75008000	3/17/2011	LPA	2009
75S950	SR 408	Bridge	-	Between Andes and Mercado	15.01517952	9.330	SR 408	31	75008000	3/29/2011	LPA	2009
75S951	SR 408	Bridge	-	Between Semoran and Yucatan	15.75547776	9.790	SR 408	31	75008000	3/17/2011	LPA	2009
75S952	SR 408	Cantilever	WB	at Semoran exit	15.91641216	9.890	SR 408	31	75008000	3/16/2011	LPA	2009
75S953	SR 408	Cantilever	EB	0.1 mile east of Yucatan	16.1739072	10.050	SR 408	31	75008000	3/17/2011	LPA	2009
75S954	SR 408	Cantilever	EB	0.1 mile east of Oxilas	16.6567104	10.350	SR 408	31	75008000	3/16/2011	LPA	2009
75S955	SR 408	Cantilever	WB	0.7 mile east of SR 436	16.67280384	10.360	SR 408	31	75008000	3/16/2011	LPA	2009
75S956	SR 408	Bridge/DMS	-	0.6 mile west of SR 551	16.9785792	10.550	SR 408	31	75008000	3/16/2011	LPA	2009
75S957	SR 408	Cantilever	-	0.2 mile west of exit to SR 551	17.28435456	10.740	SR 408	31	75008000	3/29/2011	LPA	2009
75S958	SR 408	Cantilever	WB	WB ramp SR 436 SB	15.57844992	9.680	SR 408	31	75008000	3/16/2011	LPA	2009
75S959	SR 408	Butterfly	EB	off-ramp to Andes Ave	14.33925504	8.910	SR 408	31	75008000	3/9/2011	LPA	2009
75S960	SR 408	Butterfly	WB	ramp to SR 436	15.90031872	9.880	SR 408	31	75008000	3/11/2011	LPA	2009
75S961	SR 408	Butterfly	EB	on-ramp from Yucatan Dr	16.19000064	10.060	SR 408	31	75008000	3/11/2011	LPA	2009
75S966	SR 414	Bridge	EB	Eon-ramp from Hiwassee Rd	2.62323072	1.630	SR 414	31	75340000	4/13/2011	Non-LPA	2009
75S967	SR 414	Bridge	WB	WB off-ramp from Hiwassee	2.59104384	1.610	SR 414	31	75340000	4/13/2011	Non-LPA	2009
75S968	SR 414	Bridge	WB	WB off-ramp to Keane Rd	4.87631232	3.030	SR 414	31	75340000	4/13/2011	Non-LPA	2009
75S969	SR 414	Bridge	EB	EB on-ramp from Keane Rd	4.89240576	3.040	SR 414	31	75340000	4/13/2011	Non-LPA	2009
75S970	SR 528	Cantilever	WB	on-ramp t SR 436	16.80155136	10.440	SR 528	31	75002043	5/5/2011	LPA	2009
75S971	SR 528	Cantilever	EB	0.2 mile east of SR 436	17.02685952	10.580	SR 528	31	75002000	5/5/2011	LPA	2009
75S972	SR 528	Cantilever	WB	exit to SR 436	17.09123328	10.620	SR 528	31	75002000	5/5/2011	LPA	2009
75S973	SR 528	Cantilever	WB	exit to SR 436	17.25216768	10.720	SR 528	31	75002000	5/5/2011	LPA	2009
75S974	SR 528	Bridge	EB	on-ramp to SR 436	16.30265472	10.130	SR 528	31	75002017	5/5/2011	LPA	2009
75S975	SR 436	Bridge	NB	SR 436 at ramp to EB 528	16.54405632	10.280	SR 528	31	75002034	5/6/2011	LPA	2009

FDOT Inventory Spreadsheet

Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S976	SR 436	Cantilever	NB	at ramp to SR 528 WB	16.54405632	10.280	SR 528	31	75002035	5/6/2011	LPA	2009
75S977	SR 436	Cantilever	SB	at ramp to SR 528 EB	16.47968256	10.240	SR 528	31	75002036	5/6/2011	LPA	2009
75S978	SR 528	Cantilever	SB	at ramp to EB SR 528	16.47968256	10.240	SR 528	31	75002036	5/6/2011	LPA	2009
75S979	SR 414	Bridge	-	EB/WVB 1/2 mi west of SR 441	1.73809152	1.080	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S980	SR 414	Bridge	-	EB/WVB 1/4 mi west of SR 441	1.09435392	0.680	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S981	SR 414	Cantilever	EB	EB at exit to SR 441	0.69201792	0.430	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S982	SR 414	Bridge	-	1 mile east of Hiawassee Rd	0.5632704	0.350	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S983	SR 414	Cantilever	WB	WB at exit to SR 441	0.04828032	0.030	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S984	SR 414	Bridge/DMS	-	1/4 mile east of SR 441	0.01609344	0.010	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S985	SR 414	Cantilever	NB	NB SR 441 at ramp to EB SR 414	10.83088512	6.730	SR 414	31	75340000	6/16/2011	Non-LPA	2009
75S986	SR 414	Cantilever	SB	SB SR 441 at ramp to EB SR 414	10.95963264	6.810	SR 414	31	75340000	6/16/2011	Non-LPA	2009
75S987	SR 414	Cantilever	SB	SB SR 441 at ramp to WB SR 414	11.1849408	6.950	SR 414	31	75340000	6/16/2011	Non-LPA	2009
75S988	SR 414	Cantilever	WB	WB SR 414 off-ramp SR 441	0.33796224	0.210	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S990	SR 417	Cantilever	NB	SR 417 at Narcoossee Rd	24.79999104	15.410	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S991	SR 417	Cantilever	NB	SR 418 0.2 mile S of Moss Pk Rd	26.10355968	16.220	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S992	SR 417	Cantilever	NB	SR 417 at exit to Moss Pk Rd	26.42542848	16.420	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S993	SR 417	Cantilever	SB	SR 417 0.5 mi N of Narcoossee	26.50589568	16.470	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S994	SR 417	Cantilever	SB	SR 417 1.25 mi N of Narcoossee	27.56806272	17.130	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S995	SR 417	Cantilever	SB	SR 417 at exit to Moss Pk Rd	28.01867904	17.410	SR 417	31	75301000	11/29/2011	Non-LPA	2009
75S996	SR 417	Cantilever	SB	SR 417 0.5 mi N of Moss Pk Rd	28.50148224	17.710	SR 417	31	75301000	11/29/2011	Non-LPA	2009
75S997	SR 417	Cantilever	SB	0.75 mi N of Moss Pk Rd	29.25787392	18.180	SR 417	31	75301000	11/29/2011	Non-LPA	2009
75S998	SR 417	Cantilever	EB	Moss Pk at SR 417	27.26228736	16.940	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S999	SR 417	Cantilever	WB	Moss Pk at SR 417	27.23010048	16.920	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S316	SR 417	Bridge	-	At International Dr	FDOT		SR 417	1			Non-LPA	
75A020	SR 50	Cantilever	EB	SR 50 at SR 417	FDOT		SR 417	1	75060000	12/27/2011	FDOT	2009
75A021	SR 50	Cantilever	EB	SR 50 at SR 417	FDOT		SR 417	1	75060000	12/27/2011	FDOT	2009
75Axxx	SR 15	Cantilever	NB	Narcoossee Rd at SR 528	FDOT		SR 15	1			FDOT	
75Axxx	SR 15	Cantilever	SB	Narcoossee Rd at SR 528	FDOT		SR 15	1			FDOT	
75S025	SR 436	Bridge	NB	SR 436 just north of SR 528	FDOT			1				
75S399	SR 408	Cantilever	NB	JYP/423 at EB SR-408	FDOT		SR 408	1	75008000	10/6/2009	Non-LPA	0
75S401		Bridge	-	SB Boggy Creek at SR 528	FDOT		SR 528	1			FDOT	1997
75S400	SR 408	Cantilever	SB	JYP/423 at WB SR-408	FDOT		SR 408	1	75008000	10/6/2009	Non-LPA	0
75S451	SR 417	Cantilever	NB	JYP at SR 417	FDOT	3.570	SR 417	1	75301000	4/19/1999	Non-LPA	
75S452	SR 417	Cantilever	SB	JYP at SR 417	FDOT	3.620	SR 417	1	75301000	4/19/1999	Non-LPA	
75S485	SR 408	Cantilever	NB	Kirkman at EB 408 on-ramp	FDOT		SR 408	1	75008000		LPA	
75S524	SR 441	Cantilever	SB	0.2 mile north of SR 429	FDOT		SR 429	1			FDOT	2009

[illegible]

EXHIBIT B
METHOD OF COMPENSATION

DISTRICTWIDE SIGN AND HIGHMAST LIGHTPOLE INSPECTION
FINANCIAL PROJECT ID NO.: 412456-1-72-06

1.0 PURPOSE:

This exhibit defines the method and limits of compensation to be made to the Consultant for the services described in Exhibit "A", Scope of Services and the method by which payments will be made.

2.0 COMPENSATION:

For satisfactory completion of services authorized under this Agreement, the Department will pay the Consultant a Total Maximum Limiting Amount not to exceed \$1,020,000.00. It is agreed that this amount will be the limit of all compensation due the Consultant for completion of the services detailed in Exhibit "A".

The following firm is subject to a contract fee limit up to but less than \$250,000 for the term of the Agreement: *Global Rental Co., Inc.* This contract fee limitation may be removed at such time as the subconsultant firm submits an FDOT approved overhead audit performed by an independent CPA.

2.1 Summary of Compensation

The total Maximum Limiting Amount will include the elements defined in Table 1 below:

Table 1: Summary of Compensation		
Ayres Associates, Inc.	Initial Cantilever-Butterfly	\$124,312
	Initial span-Truss	\$73,930
	Routine Cantilever-Butterfly	\$ 253,849
	Routine HMLP	\$114,646
	Routine Span-Truss	\$109,736
	Trail-Blazer Mast Arm	\$39,201
Kisinger Campo & Associates, Corp.	Routine Cantilever-Butterfly	\$89,248
	Routine Span-Truss	\$65,730
OM Engineering Associates, Inc.	Routine Cantilever-Butterfly	\$13,320
	Routine Span-Truss	\$58,028
Global Rental Co., Inc.	Bucket Truck Rental	\$78,000
Total Limit Amount		\$1,020,000

2.2 Details Of Compensation

LIMITING AMOUNT ELEMENTS

For the following elements which are established as limiting amounts, the Department will compensate the Consultant for all reasonable, allocable and allowable costs incurred in the categories defined below. The reasonableness, allocability and allowability of compensation

sought under this Agreement are expressly made subject to the terms of this Agreement; Federal Acquisition Regulations; Office of Management and Budget Circulars A-21, A-87, A-102, A-110; and any pertinent Federal and State law.

Inspection Services: (LA-4, Table 6): Subject to the limiting amount, the consultant will be compensated for these services based on the rates provided in Table 6 of Section 5.0. No multipliers will be applied to these rates. Payment will be made based on approved units completed during the billing period.

Maintenance of Traffic: (LA-4, Table 6): Subject to the limiting amount, the consultant will be compensated for these services based on the rates provided in Table 6 of Section 5.0. No multipliers will be applied to these rates. Payment will be made based on approved units completed during the billing period.

3.0 INVOICING PROCEDURE

The Consultant will be eligible for progress payments under this agreement at intervals not less than monthly or when individual tasks or mileposts defined in this agreement are completed or reached.

Invoices for this agreement will be prepared by the Consultant and submitted through the Department's Consultant Invoice Transmittal System (CITS). The invoices will be supported by such information as may be required by Department procedures to substantiate the charges being invoiced. The Consultant will maintain for this purpose a job cost accounting system that is acceptable to the Department.

If requested by the Department, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project, the total direct vehicle expense, the total miscellaneous direct expense, and total sub-consultant cost charged to the project.

Monthly, at the time of invoice submittal, the Consultant will report subconsultant payments through the Department's Equal Opportunity Reporting System on the Internet. Failure to submit a properly completed report may be cause for rejection of the invoice. Within thirty days after receipt of final payment, the Consultant will submit a final subconsultant payment report. The Consultant will pay all subconsultants their proportionate share of payments received from the Department within thirty days of the Consultant's receipt of payment from the Department.

The Department will render a decision on the acceptability of services within five working days of receipt of either the services or invoice, which ever is later. The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be released and paid to the Consultant promptly when work is subsequently performed.

4.0 PROJECT CLOSEOUT

4.1 Final Audit

If requested, the Consultant will permit the Department to perform or have performed, an audit of the records of the Consultant and any or all subconsultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under this Agreement are subsequently properly disallowed by the Department because of accounting errors or charges not in conformity with this Agreement, the Consultant agrees that such disallowed amounts are due to the Department upon demand. Further, the Department will have the right to deduct, from any payment due the Consultant under any other contract, any amount due the Department.

4.2 Certificate of Completion

If necessary, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the Consultant, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the Consultant will submit either a termination invoice for an amount due or a refund to the Department for the overpayment, provided the net difference is not zero.

5.0 COMPENSATION RATES

The following table is provided for definition of contractual rates.

Table 6, Loaded Billing Rates:

<p style="text-align: center;">Table 6 LOADED BILLING RATES</p> <p>No multipliers will be added to the following rates.</p>			
CONSULTANT	ITEM	UNIT	HOURLY RATE
Ayres Associates, Inc.	Routine Cantilever-Butterfly	Unit	\$701.24
	Initial Cantilever-Butterfly	Unit	\$796.87
	Routine Span-Truss	Unit	\$806.88
	Initial span-Truss	Unit	\$912.72
	Routine HMLP	Unit	\$442.65
	Trail-Blazer Mast Arm	Unit	\$400.01
Kisinger Campo & Associates, Corp.	Routine Cantilever-Butterfly	Unit	\$697.25
	Initial Cantilever-Butterfly	Unit	\$795.42
	Routine Span-Truss	Unit	\$801.58
	Initial span-Truss	Unit	\$912.08
	Routine HMLP	Unit	\$439.83
	Trail-Blazer Mast Arm	Unit	\$399.98
OM Engineering Associates, Inc.	Routine Cantilever-Butterfly	Unit	\$701.05
	Initial Cantilever-Butterfly	Unit	\$796.39
	Routine Span-Truss	Unit	\$805.94
	Initial span-Truss	Unit	\$911.82
	Routine HMLP	Unit	\$442.55
	Trail-Blazer Mast Arm	Unit	\$400.00
Global Rental Co., Inc.	Bucket Truck Rental	Week	\$750.00

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

STATE OF Florida

COUNTY OF Hillsborough

BEFORE ME, this day, personally appeared Hisham N. Sunna,
(Contractor's Name)

who says that all of the vehicles operated or caused to be operated by said Contractor, are registered
in the State of Florida, in accordance with Section 337.11(11) F.S.

Hisham N. Sunna
(Contractor's Signature)

Typed Name: Hisham N. Sunna, PhD, PE

Position: Vice President

Company Name: Ayres Associates Inc.

Company Address: 8875 Hidden River Parkway, Ste. 200
Tampa, FL 33637


CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

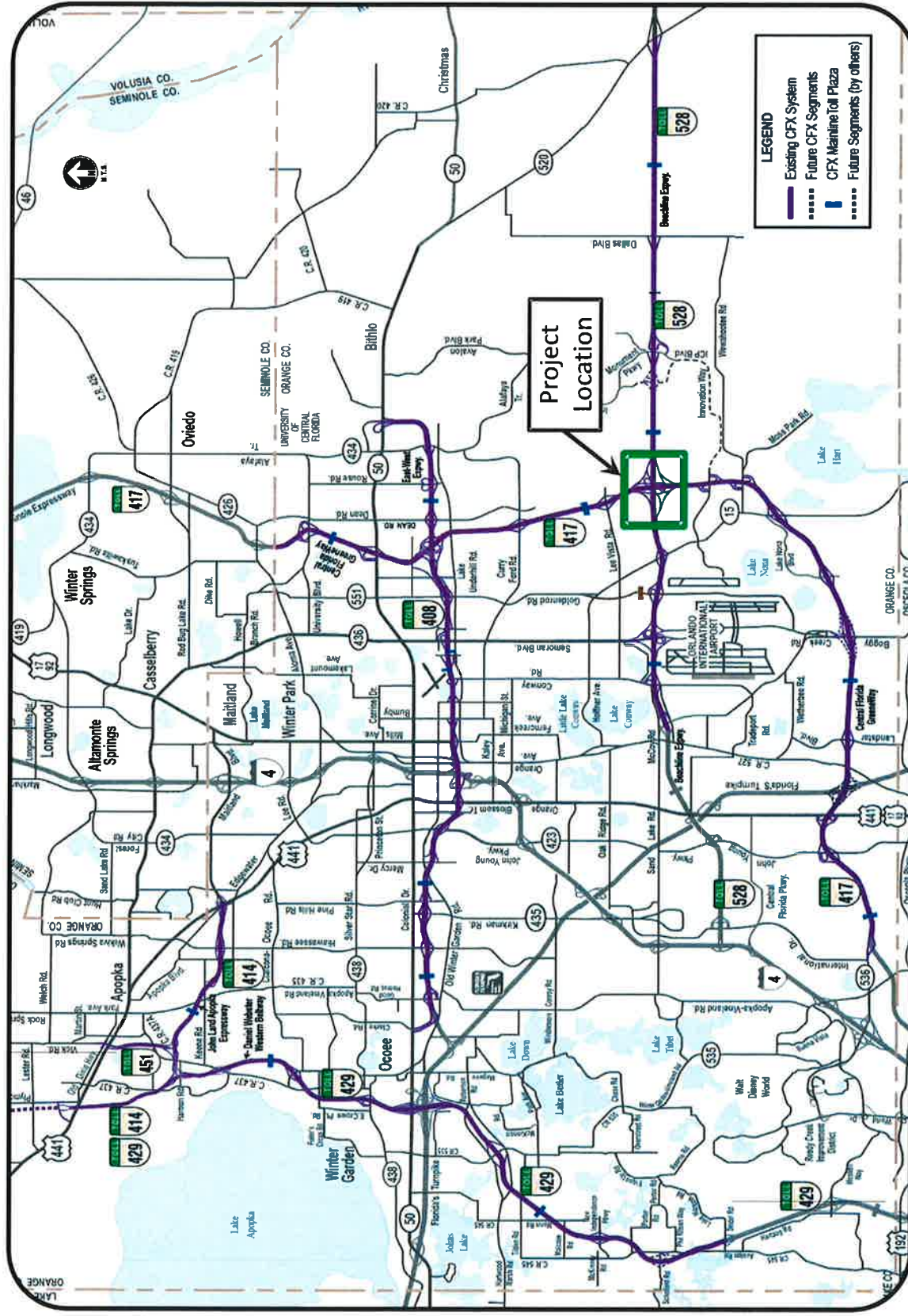
DATE: April 28, 2015

RE: Authorization to Advertise for Construction Bids for
S.R. 417 Ramp Improvements at S.R. 528
Project No. 599-126; Contract No. 001117

Board authorization is requested to advertise for bids to construct an operational improvement involving the reconstruction of the southbound S.R. 417 ramp connecting to westbound S.R. 528. The reconstructed ramp will have an increased design speed to facilitate an upgraded connection between two high-speed roadways. The project will also include extending the auxiliary lane from the ramp to the S.R. 15 exit.

This project is part of the current Five-Year Work Plan under Renewal and Replacement projects.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Ben Dreiling, Director of Construction and Maintenance



Central Florida Expressway Authority
Southbound SR 417 Off Ramp to SR 528 Westbound (Project 599-126)


CONSENT AGENDA ITEM

#3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: April 28, 2015

RE: Authorization to Advertise
S.R. 408/S.R. 417 Interchange Improvements Phase 1
Project No. 253F; Contract No. 001118

Board authorization is requested to advertise for construction bids for S.R. 408/S.R. 417 Interchange Improvements Phase I. Under this phase, the work will consist of the construction of the six lane widening of S.R. 417 from south of Curry Ford Road to S.R. 408, including bridge widenings over Lake Underhill Rd and Econlockhatchee Trail, along with construction of sound walls, MSE walls and highway lighting.

This project is in the approved Five Year Work Plan.

cc: Joseph A. Berenis, Deputy Executive Director, Engineering, Operations, Maintenance & Construction
Laura Kelley, Deputy Executive Director, Finance and Administration
Glenn Pressimone, Director of Engineering
Ben Dreiling, Director of Construction and Maintenance


CONSENT AGENDA ITEM

#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

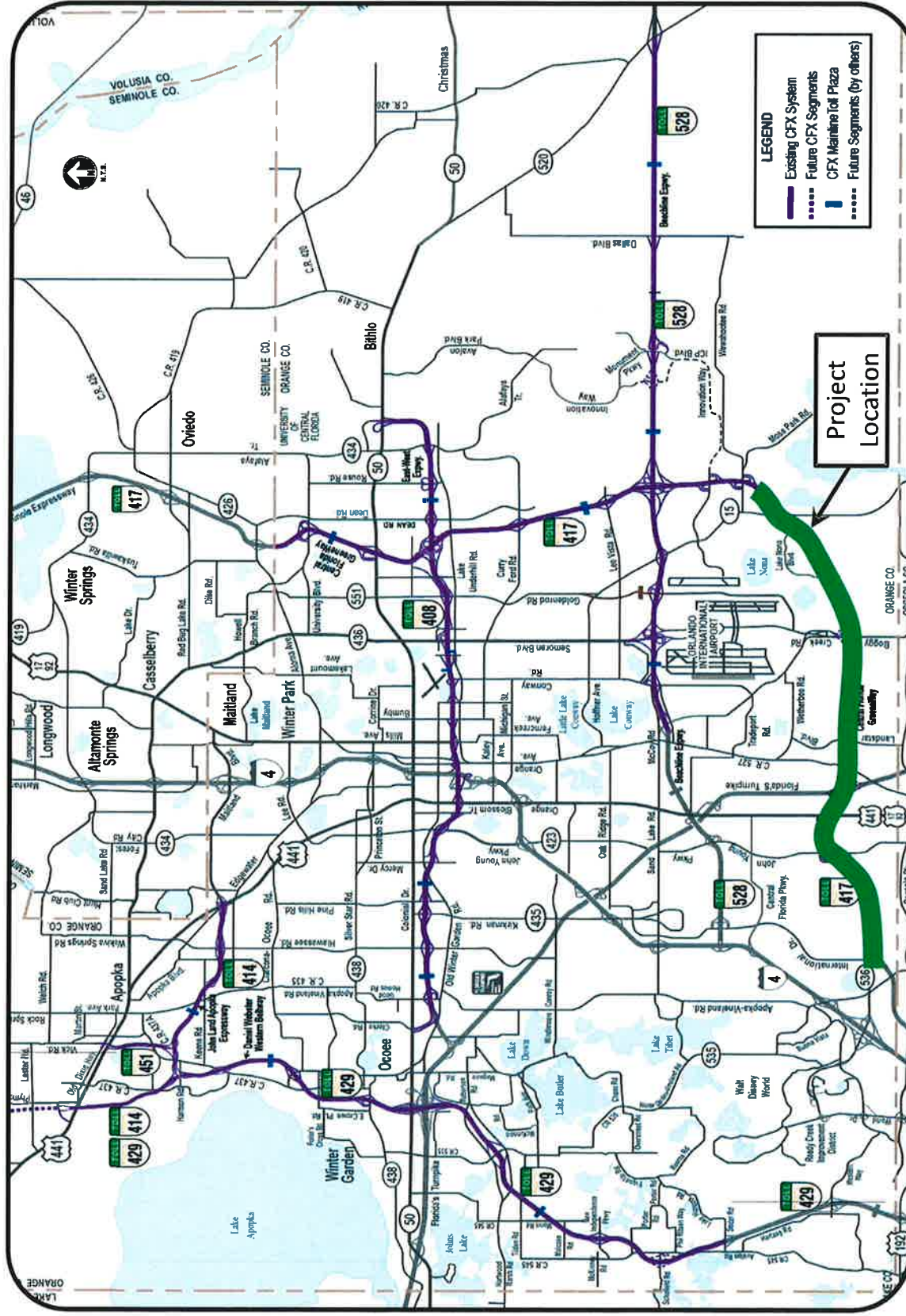
FROM: Claude Miller 
Director of Procurement

DATE: April 28, 2015

RE: Authorization to Advertise for Construction Bids for
S.R. 417 Milling and Resurfacing from International Drive to Moss Park Road
Project No. 417-733; Contract No. 001119

Board authorization is requested to advertise for construction bids to perform milling and resurfacing on S.R. 417 from International Drive to Moss Park Road. This project is part of the current Five-Year Work Plan under Renewal and Replacement projects.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Ben Dreiling, Director of Construction and Maintenance



Central Florida Expressway Authority

SR 417 Resurfacing from International Drive to Moss Park Road (Project 417-733)


CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: April 28, 2015

RE: Award of Contract for Construction Engineering and Inspection Services for
S.R. 429 (Wekiva Parkway) from North of Ponkan Road to North of Kelly Park Road
Project No. 429-203; Contract No. 001038

At its meeting on February 12, 2015, the Board approved the final ranking of the firms for the referenced project and authorized staff to negotiate fees and expenses with GAI Consultants, Inc. (GAI). Those negotiations have been completed and Board award of the contract to GAI in the not-to-exceed amount of \$3,900,000.00 is requested.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Maintenance & Construction
Laura Kelley, Deputy Executive Director, Finance and Administration
Ben Dreiling, Director of Construction and Maintenance
Contract File

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
GAI CONSULTANTS, INC.**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
FOR
S.R. 429 (WEKIVA PARKWAY) FROM NORTH OF PONKAN ROAD
TO NORTH OF KELLY PARK ROAD
CONTRACT NO. 001038**

**CONTRACT DATE: MAY 14, 2015
CONTRACT AMOUNT: \$3,900,000.00**

**AGREEMENT, SCOPE OF SERVICES, METHOD
OF COMPENSATION, DETAILS OF COSTS AND
FEES, AND PROJECT ORGANIZATIONAL CHART**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS
OF COSTS AND FEES AND PROJECT ORGANIZATIONAL CHART**

FOR

**S.R. 429 (WEKIVA PARKWAY) FROM NORTH OF PONKAN ROAD TO NORTH OF
KELLY PARK ROAD**

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

CONTRACT NO. 001038

MAY 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton Cadwell, Chairman

Scott Boyd, Vice-Chairman

Brenda Carey, Secretary/Treasurer

Buddy Dyer, Member

Fred Hawkins, Jr., Member

Teresa Jacobs, Member

Walter A. Ketcham Jr., Member

Jay Madara, Member

S. Michael Scheeringa, Member

Diane Guitierrez- Scaccetti, Non-Voting Advisor

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CONTRACT NO. 001038**

THIS AGREEMENT, made and entered into this 14th day of May, 2015 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the “AUTHORITY” and GAI CONSULTANTS, INC., hereinafter called “CONSULTANT”, carrying on professional practice in engineering with offices located at 618 East South Street, Suite 700, Orlando, Florida 32801.

That the AUTHORITY did determine that the CONSULTANT is fully qualified to render the services contracted.

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish Construction Engineering and Inspection (CEI) services required by the AUTHORITY for Contract No. 001038, S.R. 429 (Wekiva Parkway) from North of Ponkan Road to North of Kelly Park Road.

2.0 The CONSULTANT and the AUTHORITY mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit “A”, Scope of Services, attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit “A”, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

Reference herein to this Agreement shall be considered to include any Supplemental Agreement thereto.

The AUTHORITY's Director of Construction or his authorized designee shall provide the management and technical direction for this Agreement on behalf of the AUTHORITY. All technical and administrative provisions of this Agreement shall be managed by the Director of Construction and the CONSULTANT shall comply with all of the directives of the Director of Construction that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Director of Construction.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0 TERM OF AGREEMENT

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five year term from the date of the Notice to Proceed from the Authority which includes the construction period of ___ months and a period of one month before start of construction and one month after the scheduled completion of construction. An extension of the five year term may be approved by the AUTHORITY at its sole discretion. For purposes of Exhibit B, Method of Compensation, the term shall be 22 months.

4.0 PROJECT SCHEDULE

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to the AUTHORITY which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the

delays were concurrent with one another. The AUTHORITY will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if the AUTHORITY has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the AUTHORITY.

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing the required services and shall have due regard for acceptable standards of construction engineering and inspection principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to the AUTHORITY, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. It is understood and agreed that the AUTHORITY will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

DRMP
RK&K
Ardaman & Associates, Inc.
Greenman-Pederson, Inc.

Foundation and Geotechnical Engineering, LLC
Page One Consultants, Inc.
PI Consulting Services, LLC

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without AUTHORITY's written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing CEI services for Contract No. 001038 including, but not necessarily limited to, construction of roadways and bridges, signing, roadway lighting, drainage, and utilities.

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$3,900,000.00. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for AUTHORITY costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in designs furnished under this Agreement. The AUTHORITY may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's best interest.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to the AUTHORITY at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the AUTHORITY upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by the AUTHORITY for a proper audit of project costs.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

8.0 COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the compensation provided in Paragraph 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 7.0 hereof shall be adjusted to

exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

10.0 TERMINATION

The AUTHORITY may terminate this Agreement in whole or in part at any time the interest of the AUTHORITY requires such termination.

If the AUTHORITY determines that the performance of the CONSULTANT is not satisfactory, the AUTHORITY shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If the AUTHORITY requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, the AUTHORITY shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If the AUTHORITY abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs, as determined in Exhibit "B", for work performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do business with the AUTHORITY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by the AUTHORITY's Director of Construction.

11.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Construction who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental

Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Director of Construction and the CONSULTANT that cannot be resolved shall be referred to the AUTHORITY's Executive Director whose decision shall be final.

In the event that the CONSULTANT and the AUTHORITY are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by the AUTHORITY, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by the AUTHORITY to be reasonable. In such event, the CONSULTANT will have the right to file a claim with the AUTHORITY for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0 CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of

the Agreement, the CONSULTANT shall immediately notify the AUTHORITY and request clarification of the AUTHORITY's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

13.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless the AUTHORITY and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, error or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the AUTHORITY or any of its officers, agents or employees during the performance of the Agreement.

When the AUTHORITY receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, the AUTHORITY will immediately forward the claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the claim and report their findings to each other within seven working days. The AUTHORITY and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, the AUTHORITY will determine whether to require the participation of the CONSULTANT in the defense of the claim or to require that the CONSULTANT defend the AUTHORITY in such claim as described in this section. The AUTHORITY's failure to notify the CONSULTANT of a claim within seven days will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by the

AUTHORITY to the CONSULTANT of the claim. The AUTHORITY and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established.

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the AUTHORITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend the AUTHORITY against any claim, suit or proceeding brought against the AUTHORITY which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against the AUTHORITY.

14.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, the AUTHORITY shall have the right to terminate this Agreement

without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

15.0 INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from the AUTHORITY, the CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the AUTHORITY. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and

Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to the AUTHORITY) or the general aggregate limit shall be twice the required occurrence limit. The AUTHORITY shall be listed as an additional insured. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to

impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard “supplementary payments” clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

15.3 Workers’ Compensation and Employer’s Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer’s Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the AUTHORITY for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of the AUTHORITY for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide the AUTHORITY with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to the AUTHORITY. The AUTHORITY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the AUTHORITY and licensed to do business under the laws of the State of Florida. Each Insurance

company shall minimally have an A.M. Best rating of A-:VII. If requested by the AUTHORITY, the AUTHORITY shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

Any deductible or self-insured retention must be declared to and approved by the AUTHORITY. At the option of AUTHORITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests the AUTHORITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by the AUTHORITY.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

16.0 COMMUNICATIONS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to

be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the AUTHORITY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 hereof, such data or information is the property of the AUTHORITY.

17.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read the AUTHORITY's Code of Ethics and to the extent applicable to the CONSULTANT agrees to abide with such policy.

18.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for the AUTHORITY under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold the AUTHORITY harmless for any violations of the same. Furthermore, if the AUTHORITY determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, the AUTHORITY may immediately and unilaterally terminate this Agreement for cause.

19.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution. During the term of this Agreement the CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of the AUTHORITY as either a prime or subconsultant where the CONSULTANT participated in the design of the projects. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the design of the projects.

20.0 SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

21.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of the Agreement shall be in Orange County, Florida.

22.00

ATTACHMENTS

Exhibit “A”, Scope of Services

Exhibit “B”, Method of Compensation

Exhibit “C”, Details of Cost and Fees

Exhibit “D”, Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on May 14, 2015.

GAI CONSULTANTS, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

Print Name: _____

Print Name: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for the AUTHORITY

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT “A” SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

The AUTHORITY requires the assistance of a CONSULTANT to provide construction engineering and inspection services; including but not limited to, contract administration, engineering, inspection, material sampling and testing, claim analysis and evaluation, constructability plan reviews and other services deemed necessary and authorized by the AUTHORITY, for Contract No. 001038, SR 429 (Wekiva Parkway) from north of Ponkan Road to north of Kelly Park Road.

The CONSULTANT shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of the Agreement.

The CONSULTANT shall minimize, to the extent possible, the AUTHORITY's need to apply its own resources to assignments authorized by the AUTHORITY. The AUTHORITY, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.

There is no guarantee that any or all of the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the CONSULTANT will provide these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services performed by other consultants or AUTHORITY staff.

II. GENERAL REQUIREMENTS

The CONSULTANT's work shall be performed and/or directed by the key personnel identified in the Agreement. Any changes in the key personnel by the CONSULTANT shall be subject to review and approval by the AUTHORITY.

The CONSULTANT must be prequalified by the Florida Department of Transportation (FDOT) to perform the appropriate work categories established by the FDOT.

III. BEGINNING AND LENGTH OF SERVICES

Work shall commence on the date established in the Notice to Proceed and for a period of five (5) years thereafter. For purposes of Exhibit B, Method of Compensation, the term shall be considered 22 months.

IV. SERVICES

The CONSULTANT will perform the following tasks in the conduct of the Agreement. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive.

A. General

It shall be the responsibility of the CONSULTANT to provide services as necessary to administer the construction contracts in a manner so as to verify that the projects are constructed in conformity with the plans, specifications, contract provisions and within the time allotted by the construction contracts.

The CONSULTANT is expected to pursue its work in such a manner as to cover all major contractor activities and make periodic condition inspections regardless of time of day, or date, or weather conditions.

The CONSULTANT shall advise the AUTHORITY of any omissions, substitutions, defects, or deficiencies noted in the work of the contractor and the corrective action taken. The work provided by the CONSULTANT shall in no way relieve the contractor of responsibility for the satisfactory performance of the construction contract.

B. Resident Inspection

The CONSULTANT shall provide services to monitor the contractor's on-site construction operations, and to inspect the materials entering into the work as required to determine that the quality of workmanship and materials is such that the projects will be completed in substantial conformity with the plans, specifications, and other contract provisions, and within the specified contract time. The CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations, progress, and significant events that affect the work.

The standard procedures and practices of the FDOT for inspection of construction projects are set forth in the Department's and Authority's Construction Administration Procedures Manuals. The CONSULTANT shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

C. Testing

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated in each project are in conformity with the plans, specifications and contract provisions. The minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide

or approved variation shall be met. In complying with the aforementioned guide, the CONSULTANT shall perform the on-site sampling of materials and such testing of materials and completed work items that are normally done in the vicinity of the project.

The CONSULTANT through the services of its subconsultant, will provide off-site inspection and sampling of materials and components incorporated into the work. When applicable the CONSULTANT shall determine the acceptability of all materials and work performed at off-site facilities on the basis of certifications, certified mill analysis, FDOT labels, FDOT stamps, etc.

Sampling, testing and laboratory methods shall be as required by the aforementioned guide or as modified by the contract provisions.

Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done or as otherwise directed by the AUTHORITY's representative.

The CONSULTANT shall be responsible for storing and transporting samples to be tested. The CONSULTANT is responsible for the testing of all concrete production. The CONSULTANT as required by the project documents will provide daily surveillance of the Contractor's Quality Control activities at the project site, and/or site of production in regard to concrete and perform verification sampling and testing at the specified frequency.

The CONSULTANT shall perform all necessary surveillance and inspection of the on-site hot-mix asphalt operations. The CONSULTANT shall provide surveillance and verification sampling and testing at any hot-mix asphalt plant providing mixes to the project.

The CONSULTANT shall perform all necessary surveillance and inspection of the off-site fabrication of steel and/or prestressed structural elements, including bridge beams and sign structures.

D. Management Engineering Services

The CONSULTANT shall perform the management engineering services necessary to verify that proper coordination of the activities of all parties involved in accomplishing completion of the projects is achieved; to maintain complete, accurate records of all activities and events relating to the projects; to properly document the significant changes to the projects; to provide interpretations of the plans, specifications and contract provisions; to make recommendations to the AUTHORITY to resolve disputes which arise in relation to the construction contracts; and to maintain an adequate level of surveillance of the contractor's activities. The CONSULTANT shall also perform any other management engineering services normally assigned to a Resident Engineer that are required to fulfill its responsibilities under the Agreement. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of the AUTHORITY.

Services include, but are not limited to the following:

1. At the direction of the AUTHORITY, schedule and conduct a preconstruction conference for each project. Record significant information and decisions made at this conference and distribute copies of these minutes to the appropriate parties.
2. Maintain project files in accordance with the AUTHORITY's methods and utilizing the AUTHORITY's filing system.
3. Receive, review, and recommend acceptance by the Authority of the Contractor's Project Construction Schedule, prepared and submitted in accordance with the Contract Documents.
4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the project and a record of the work completed by the contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The CONSULTANT shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.
5. Maintain a roadway and bridge construction diary, including weather.
6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the CONSULTANT's files for each individual project.
8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the contractor and CONSULTANT. Progress estimates will be submitted to the AUTHORITY for review and processing.

The CONSULTANT shall make and record such measurements as are necessary to calculate and document quantities for pay items; make and record preconstruction and excavated cross section surveys of the project in those areas where earth work (subsoil excavation) will be paid by calculating volumes removed and paid for within authorized limits at contract unit prices specified in the construction contract. The CONSULTANT will perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the contractor's survey layout work on an occasional and random basis.

9. Provide to the contractor interpretations of the plans, specifications, and contract provisions. The CONSULTANT shall consult with the AUTHORITY when an interpretation involves complex issues or may have an impact on the cost of performing the work. When warranted, the AUTHORITY may request an interpretation from the Wekiva Parkway Corridor Consultant and/or Design Engineers.
10. Analyze problems that arise on a project and proposals submitted by the contractor and prepare and submit a recommendation to the AUTHORITY.
11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is not within the scope of the original contract.
12. When it is determined that a modification to the original contract for a project is required, due to a necessary change in the character of the work, negotiate prices with the contractor and prepare and submit for approval by the AUTHORITY a finding of facts and request for contract modification in accordance with applicable procedures.
13. In the event that the contractor gives notice, either written or verbal, that he deems certain work to be performed is beyond the scope of the construction contract, and that he intends to claim additional compensation, the CONSULTANT shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.
14. In the event that the contractor submits a claim for additional compensation, analyze the submittal and prepare a written recommendation based on documented facts to the AUTHORITY covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.
15. In the event that the Contractor for a project submits a request for extension of the allowable contract time, analyze the request in accordance with the contract and prepare a written recommendation to the AUTHORITY covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.
16. Prepare and submit to the AUTHORITY all project close out documentation, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the Contract Documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one

full size set each from the contractor and the CONSULTANT of the marked As-Built (Record) plans; and similar project close out requirements. This task must be completed within fifteen (15) calendar days after final acceptance of the project by the AUTHORITY. The CONSULTANT is allowed an additional fifteen (15) calendar days to complete indexing and boxing project files, coordination of demobilization of CONSULTANT's property, AUTHORITY's property, and contractor's removal and cleanup of the Resident Engineer's office facilities.

17. Assist the AUTHORITY's representatives in preparing for arbitration hearings or litigation that may occur during the CONSULTANT's contract time in connection with a project covered by the Agreement.

18. Monitor each construction project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to the AUTHORITY immediately.

19. Shop drawing/sample submittals and approvals shall be tracked. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly. The CONSULTANT will review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the contractor is required to submit, only for conformance and compliance with the design concept of the project as set forth by the Contract Documents. Additionally, the AUTHORITY's Wekiva Parkway Corridor Consultant will review and approve structural, life-safety, and unusual or specialty submittals.

20. Provide thorough and complete coordination between the contractor and utility companies to ensure that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Documentation will be maintained in accordance with the project procedures.

21. The CONSULTANT's Resident Engineer will conduct a weekly meeting with the respective contractor, subcontractors, and/or utility companies to review plans, schedules, problems, or other areas of concern. The meeting minutes will be prepared and a copy transmitted to the AUTHORITY within two (2) business days following the meeting.

22. Conduct and document field review of the existing/proposed highway lighting, maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features represent a potential hazard to the public, notify the contractor's representative immediately and verify that corrective action is taken.

23. When needed to prevent delays in contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.

24. The CONSULTANT shall review the Contractor's baseline CPM Schedule, as well as the Contractor's monthly schedule updates consistent with the requirements of the construction contract. Prepare a detailed As-Built schedule of the contractor's work efforts. Utilizing a minimum of the same activity codes and descriptions listed in the contractor's CPM schedule, the CONSULTANT will prepare an As-Built schedule of the contractor's activities.

V. PERSONNEL

A. General Requirements

The CONSULTANT shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under the Agreement.

B. Personnel Qualifications

The CONSULTANT shall utilize only competent personnel who are qualified by education, experience, and certification where required. The CONSULTANT shall submit in writing to the AUTHORITY the names of all personnel to be considered for assignment to the construction projects, together with a detailed resume with respect to salary, education, experience qualifications of each individual, and certifications. Minimum qualifications for the CONSULTANT's Resident Engineer and key staff members are defined in Paragraph "E" of this Article.

The CONSULTANT's personnel approval request shall be submitted at least two (2) weeks prior to the date an individual is to report to work.

C. Staffing

The CONSULTANT shall adequately staff the project and shall maintain an appropriate staff after completion of construction to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the respective contract has been closed out. The qualifications of each person proposed for assignment must be reviewed and approved in writing by the AUTHORITY. An individual previously approved by the AUTHORITY whose performance is later determined by the AUTHORITY to be unsatisfactory shall be replaced by the CONSULTANT within one (1) week after notification.

Personnel identified in the CONSULTANT's fee proposal will be assigned to the construction projects as proposed by the CONSULTANT and are considered by the AUTHORITY to be committed to performing services under the CONSULTANT's Agreement. Any changes will require written approval of the AUTHORITY.

When the contractor's operations on a project diminish, the CONSULTANT shall reduce the number of its personnel assigned to that project, as appropriate. Any adjustment of the CONSULTANT forces as recommended by the AUTHORITY will be accomplished within one (1) week after notification.

In the event of a construction contract suspension which requires the removal of CONSULTANT forces from the project, the CONSULTANT will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

D. Licensing for Equipment Operation

The CONSULTANT will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. Licensing of surface moisture/density (nuclear) gauges shall be obtained through the State of Florida Department of Health, Bureau of Radiation Control, Radio Active Materials Section. Only nuclear density inspectors approved by the FDOT shall be authorized to operate surface moisture/density gauges.

E. Personnel Training and Experience Standards

The following are the minimum training and experience standards for CONSULTANT personnel.

1. Resident Engineer/Sr. Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and ten (10) years of highway construction engineering experience. Experience shall include at least five (5) years of major bridge construction and at least five (5) years of roadway construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with the AUTHORITY's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by the AUTHORITY. The Resident Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

2. Project Engineer/Project Administrator

A Civil Engineering Degree plus six (6) years of highway construction engineering experience; or ten (10) years of responsible highway construction engineering experience. Experience shall include at least two (2) years of major bridge construction. Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the construction project. A master's degree may be substituted for one (1) year of experience.

3. Office Engineer/Contract Support Specialist

High school graduate plus five (5) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. Receives general supervision and verbal instructions from Resident Engineer. Must be able to interpret project drawings and technical specifications, organize and summarize construction quantities, and perform computer data entry. Must have technical skill to maintain As-Built (record) drawings.

4. Senior Inspector (Roadway/Bridge)

High School graduate plus eight (8) years of experience in construction inspection (four (4) years of which shall have been in roadway/bridge construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests. Work is performed under general supervision of Project Engineer.

VI. ITEMS TO BE FURNISHED BY THE AUTHORITY TO THE CONSULTANT

The following printed documents, facilities, equipment and services are furnished by the AUTHORITY, either directly or as provided by the Contractor on selected construction projects.

- A. Project Construction Contract.
- B. Project Construction (Design) Drawings.
- C. Project Supplemental Specifications.
- D. Project Special Provisions.
- E. R.O.W. Drawings, geotechnical reports, permits and similar documents.

- F. Copy of the original plan quantities project computation manual.
- G. AUTHORITY Construction Project Administration Procedures.
- H. AUTHORITY standardized forms to be used with documentation and reporting procedures.

It is the intent of the AUTHORITY to provide sufficient office space to accommodate the CONSULTANT's staff during the duration of the assigned construction projects. However, if the AUTHORITY is unable to provide space at any time during the term of the Agreement, the CONSULTANT shall secure the necessary office space to effectively carry out the requirements of this Scope of Services. The AUTHORITY will reimburse the CONSULTANT for such office expenses based on costs and fees as provided in the Method of Compensation.

VII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The CONSULTANT shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by the AUTHORITY.

- A. FDOT Standard Specifications for Road and Bridge Construction, 2014 edition.
- B. FDOT Roadway and Traffic Design Standards, 2014 edition.
- C. FDOT Structures Design Standards, current edition.
- D. FDOT Construction Manual, current edition.
- E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.
- F. FDOT Qualified Products Listing, current edition.
- G. FDOT Utility Accommodation Guide, current edition.
- H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.
- I. FDOT Basis of Estimates and Computation Manual, current edition.
- J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.

- K. FDOT Guidelines for Determination of Compliance with Equal Employment Opportunity Policies, current edition.
- L. Testing and sampling supplies such as disposable molds for casting concrete cylinders, sample cartons, sample bags, sample cans and other expendable type testing supplies.
- M. Testing and sampling equipment, tools, hand levels, measuring wheels, tapes, rules, protective and warning equipment, and all other required devices to effectively perform the services of testing, sampling, inspection and measurement of the project.
- N. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.
- O. Project vehicles for AUTHORITY related business. Documentation of mileage for Authority related business will be required.
- P. Project telephones and services, including long distance charges.
- Q. Surface moisture/density (nuclear) gauges, CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems.
- R. Progress photographs, videos, project claim documentation, and expenditures directed by the AUTHORITY's representatives.
- S. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to the AUTHORITY and all other software packages determined by the AUTHORITY to be essential to the execution of the Agreement.
- T. Any additional equipment and furnishings considered by the CONSULTANT to perform the required services are optional to the CONSULTANT, at his expense.

VIII. LIAISON

The CONSULTANT shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on the construction project. All activities and decisions of the CONSULTANT relating to the projects shall be subject to review and approval by the AUTHORITY. The CONSULTANT shall provide and maintain close coordination and support of all activities, correspondence, documentation, reports and other communication related to construction progress, delays, changes, claims, and significant events, whereby the AUTHORITY may carry out its responsibilities.

The CONSULTANT will be kept advised of project prebid and postbid activities. Upon confirmation of award of the construction contract and scheduled start of construction, the CONSULTANT shall be ready to assign personnel within two weeks after the AUTHORITY's notification to the CONSULTANT to begin CEI services. No personnel shall be assigned until written notification has been issued.

Construction Engineering and Inspection forces will generally be required of the CONSULTANT at all times while the contractor is working on the construction contract where traffic is being or could be impacted. The Resident Engineer will designate his responsible alternate at times he may be absent from the project. If the construction contract is suspended, or the work is slowed for any reason, the CONSULTANT's forces will be adjusted at the direction of the AUTHORITY.

IX. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the life of the Agreement, the AUTHORITY may conduct reviews of the various phases and stages of the CONSULTANT's operations, such as construction inspection, materials sampling and testing, and administrative activities.

Reviews will be conducted in accordance with established AUTHORITY policies on work phases to determine compliance with this agreement, and the sufficiency with which procedures are being effectively applied to verify that the construction work and administration activities are performed in reasonable conformity with policies, plans, specifications, and contract provisions. The CONSULTANT shall cooperate and assist the AUTHORITY's representative in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the CONSULTANT in conformance with the AUTHORITY's recommendations. The AUTHORITY's remedial recommendations and the CONSULTANT's actions will be documented by the AUTHORITY. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation shall not be allowed for remedial action taken to correct deficiencies by the CONSULTANT. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

- A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The CONSULTANT will comply with this action within forty-eight (48) hours of notification.
- B. Replace personnel whose performance has been determined by the AUTHORITY to be inadequate.

- C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the CONSULTANT.
- D. Increase the scope and frequency of training conducted by the CONSULTANT.

X. SUBCONSULTANT SERVICES

Services assigned to subconsultants must be approved in advance by the AUTHORITY in accordance with the Contract requirements. The subconsultants must be qualified by the AUTHORITY to perform all work assigned to them.

In the event services of a subconsultant are authorized, the CONSULTANT shall obtain a schedule of rates and the AUTHORITY shall review and must approve any rates to be paid to the subconsultant. No subconsultant shall be added without the prior written authorization of the Director of Construction. No subconsultant shall be added with projected fees over \$25,000.00 without documented prior authorization of the Authority Board.

XI. OTHER SERVICES

The CONSULTANT will, upon written authorization by the AUTHORITY, perform any additional services not otherwise identified in the Agreement as may be required in connection with the project. The following items are not included as part of the Agreement, but may be required to supplement the CONSULTANT's services under the Agreement.

- A. The CONSULTANT will, upon review, approval, and written authorization by the AUTHORITY, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
- B. The CONSULTANT will, upon written request by the AUTHORITY, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).

XII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for the project submits a claim for additional compensation and/or time, and the CONSULTANT has completed the terms of its Agreement with the AUTHORITY, the CONSULTANT shall, at the written request from the AUTHORITY, analyze the claim, prepare a recommendation to the AUTHORITY covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a supplement to the Agreement.

END OF SCOPE

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

Central Florida Expressway Authority
Project No. 429-203
Contract No. 001038

1.0 PURPOSE

This Exhibit defines the method and limits of compensation to be made to the CONSULTANT for the services described in Exhibit "A" (Scope of Service) and method by which payments shall be made.

2.0 COMPENSATION

For satisfactory completion of all services detailed in Exhibit "A" (Scope of Services) of this Agreement, the AUTHORITY will pay the CONSULTANT a Total Maximum Limiting Amount not to exceed \$3,900,000.00. It is agreed that this amount will be the limit of all compensation due the CONSULTANT for completion of the services identified in Exhibit "A" and quantified in Exhibit "C".

2.1 SUMMARY OF COMPENSATION

The Total Maximum Limiting Amount will consist of the following:

- Salary Related Costs (Limiting Amount) (Field Services) A limiting amount for salary related costs including salary and wages for "straight time", "straight overtime", and applicable administrative overhead and payroll burden costs. (This will include reimbursement for premium overtime only for those firms that account for this expense as part of their contract overhead.) The amounts for the Consultant and Sub-Consultant is as follows:

	\$ 2,677,274.30
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- Premium Overtime (Limiting Amount) Compensation for premium overtime costs are provided only for firms that do not account reimbursement through their overhead rate (at the time of execution of this contract) or for firms that have had their field overhead rate capped at 120% or for firms that allocate this to the FDOT direct expense rate because such rate is not reimbursed as part of this contract.

	\$ 20,483.49
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- Fixed Fee/Operating Margin (Field Services)

GAI (Lump Sum)	\$ 160,932.43
Sub-Consultants (Limiting Amount)	\$ 160,340.49

• Direct Project Expenses (As Identified)	
Office Setup and Rent (Allowance)	\$ 61,897.58
Office Supplies, Utilities, Tools, Equip, Furniture (Lump Sum) (GAI+DRMP)	\$ 87,401.62
Vehicles, Operating Costs, Tolls and Mobile Communications (Limiting Amount) (Billed Hourly for each vehicle-phone combination up to a max. 165 hrs. per month of vehicle presence on the jobsite.)	\$ 174,808.74
GAI	\$5.99
DRMP	\$5.77
Page One	\$6.13
PiCS	\$5.03

A limiting amount for Subconsultants for Engineering, Off-Site Plant Inspection, Geotechnical, Material Testing, and Surveying Services.

Ardaman (Offsite/Fabrication Inspection)	\$ 44,550.00
FGE (Geotechnical Engineering)	\$ 83,748.00
GPI (Coatings Inspection)	\$ 50,438.62
Metha (Survey)	\$ 16,360.00
Page One (Material Testing)	\$ 75,626.00

Contingency (Allowance) The parties recognize that: final construction project durations have not been firmly established; no escalation of salaries has been included; and that bids have not yet been received that establish the value of construction, and therefore have included a contingency to be expended at the sole discretion and prior authorization of the Authority

Contingency (Allowance)	\$ 286,138.73
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2.2 DETAILS OF COMPENSATION

LUMP SUM AMOUNTS

Project Expenses (Lump Sum)

The CONSULTANT (GAI) will receive monthly progress payments as follows: Month 1 @ \$16,348.69, Months 2 – 22 will be paid in equal installments of \$3,114.03 per month. The SUBCONSULTANT (DRMP) will receive monthly progress payments as follows: Month 1 @ \$1,131.75, Months 2 – 22 will be paid in equal installments of \$215.55 per month. Unless otherwise agreed upon by the Authority, project expenses will be paid beginning on the 1st month the Consultant's field office for this project is established and operational.

Operating Margin (Lump Sum)

The CONSULTANT will receive progress payments based on a percentage determined from the ratio of "salary costs to date" divided by the corresponding "salary costs (limiting amount)". Any unbilled lump sum amount, provided project is completed to the satisfaction of the Authority, will be made on final billing.

LIMITING AMOUNT ELEMENTS

For the following elements which are established as limiting amounts, the AUTHORITY will compensate the CONSULTANT for all reasonable, allocable and allowable costs incurred in the categories defined below. The reasonableness, allocability and allowability of compensation sought under this Agreement are expressly made subject to the terms of this Agreement; Federal Acquisition Regulations; Office of Management and Budget Circulars A-21, A-87, A-102, A-110; and any pertinent Federal and State law.

Salary Related Costs (Limiting Amount)

Subject to the established limiting amounts, the CONSULTANT will receive progress payments for direct salaries and wages for actual time expended by personnel in the performance of authorized work during the billing period at their actual salary rates or such lower rate as determined in the detail of cost and fees, or as limited by the Authority.

Direct salaries and wages include both straight time payments and all overtime payments made to an employee based on a forty-hour (40) work week. The AUTHORITY requires that project hours worked by the Resident Engineer, Project Engineer, and Engineer of Administrative Services (Contract Support Specialist and Contract Administrator) be worked during normal business hours, i.e., between 7:00 am and 6:00 pm Monday through Friday. AUTHORITY shall not pay CONSULTANT for hours worked by these employees outside of normal business hours unless either: (1) documented project conditions made such work outside of normal business hours necessary; or, (2) said CONSULTANT employees obtained prior written permission from the AUTHORITY to work outside of normal business hours.

Overtime costs will be divided into straight overtime and premium overtime costs. Straight overtime cost is the portion of overtime compensation paid to an employee at the regular hourly rate. Premium overtime cost is the portion of overtime compensation paid in excess of the regular hourly rate. Straight overtime and premium overtime may be authorized for Senior Inspectors, Inspectors and Inspector's Aides only; as well as field engineers (PDA), and technicians.

Administrative overhead and fringe benefit costs will be applied to approved straight time salary and wage costs as shown in **Exhibit "C."** Straight time is the amount paid an employee excluding any premium overtime costs.

Sub-consultant Inspection, Engineering, Material Testing, and Environmental Services (Limiting Amount)

Subject to the established limiting amount, the CONSULTANT will be compensated for these services based upon the billing rates as provided in **Exhibit "C."**

ALLOWANCE AMOUNT ELEMENTS

Contingency (Allowance Amount)

Subject to prior task approval from the Authority and the established allowance amount, the CONSULTANT will be compensated for these services based upon rates agreed to prior to the performance of the task.

3.0 INVOICING PROCEDURE

The CONSULTANT will be eligible for progress payments under this Contract at intervals not less than monthly.

Invoices for this agreement will be prepared by the CONSULTANT in the form and quantity acceptable to the AUTHORITY. The CONSULTANT will maintain for this purpose a job cost accounting system that is acceptable to the AUTHORITY. If required by the AUTHORITY, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the accounting system.

4.0 RATE ESCALATION PROVISION

The Contract does not contain any rate escalation provision. Unless otherwise agreed to by the Authority, the established billable rates of compensation shall remain in force throughout the term of the Contract. However, the Authority will review pertinent published relevant cost / price indexes and market conditions in December of each year to determine if an increase is appropriate. Likewise, if it is apparent that a given negotiated rate is not serving the intended purpose, renegotiations of that rate may occur if both parties agree to do so.

END OF SECTION

EXHIBIT C

DETAILS OF COSTS AND FEES

Exhibit "C"

Central Florida Expressway Authority
CEI Consultant Work and Fee Estimate
CFX Project No. 429-203
GAI Consultants
Project Summary

Contractual Role	Firm	Services	Total
Prime	GAI Consultants	Construction Engineering & Inspection	\$ 1,716,050.93
Subconsultant	DRMP	Construction Engineering & Inspection	\$ 991,222.93
Subconsultant	Page One	Inspection Services & Material Testing	\$ 431,417.96
Subconsultant	PI Consulting Services	Inspection Services	\$ 280,072.82
Subconsultant	Ardaman	Offsite/Fabrication Inspection	\$ 44,550.00
Subconsultant	FGE	Geotechnical Engineering	\$ 83,748.00
Subconsultant	GPI	Coatings Inspection	\$ 50,438.62
Subconsultant	Metha	Survey	\$ 16,360.00

Total \$ 3,613,861.26

DBE \$ 727,850.78
20.14%

Construction Budget \$ 61,000,000.00
Total Construcion Not Available

Percent CEI of Construction 5.92%

Staff	Firm	Jun-15	1 Jul-15	2 Aug-15	3 Sep-15	4 Oct-15	5 Nov-15	6 Dec-15	2015	7 Jan-16	8 Feb-16	9 Mar-16	10 Apr-16	11 May-16	12 Jun-16	13 Jul-16	14 Aug-16	15 Sep-16	16 Oct-16	17 Nov-16	18 Dec-16	2016	19 Jan-17	20 Feb-17	Mar-17	2017	Total MH's
Greg Aldrich, PE Resident Engineer	GAI	100%	100%	100%	100%	100%	100%	100%	1,155	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	1,980	100%	100%	100%	495	3630
Alan Norris Senior Project Administrator	DRMP	100%	100%	100%	100%	100%	100%	100%	1,155	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	1,980	100%	100%	100%	495	3630
Roadway Inspectors																											
Sr Roadway Inspector - Kellum	GAI	100%	100%	100%	100%	100%	100%	100%	1,155	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	1,980	100%	100%	100%	495	3630
Sr Roadway Inspector - TBD	GAI						100%	100%	330	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	1,650				-	1980
Roadway Inspector -	GAI								-													-				-	0
Bridge Inspectors																											
Sr Bridge Inspector - Gerber	DRMP	100%	100%	100%	100%	100%	100%	100%	1,155	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	1,815				-	2970
Bridge Inspector - Holder	GAI		100%	100%	100%	100%	100%	100%	990	100%												165				-	1155
Bridge Inspector - Vance	Page 1								-		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	1,485				-	1485	
MSE Wall Inspectors																											
MSE Wall Inspector - Salazar	DRMP				100%	100%	100%	100%	660	100%	100%	100%	100%	100%	100%	100%	100%					1,320				-	1980
ITS Inspectors																											
Sr ITS Inspector	PICS							50%	83	50%	50%	50%	50%	50%	50%	50%	50%					660				-	743
Roadway/ITS Inspector - Heavy	DRMP				100%	100%	100%	100%	660	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	1,980				-	2640
Additional Inspectors																											
Larry Torres	Page 1		100%	100%	100%	100%	100%	100%	990	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	1,980	100%	100%	100%	495	3465
Ellis North	Page 1																										
Abel Fox	PICS		100%	100%	100%	100%	100%	100%	990	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	1,980	100%	100%	100%	495	3465
Madhu Nandvala	PICS																										
Contract Support Specialist																											
Mark Rados	GAI	100%	100%	100%	100%	100%	100%	100%	1,155	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	1,980	100%	100%	100%	495	3630
																											34403

Exhibit "C"

Central Florida Expressway Authority
CEI Consultant Work and Fee Estimate
CFX Project No. 429-203
GAI Consultants
Method of Compensation

Salary Related Costs	Field Inspection			\$	2,677,274.30			
			GAI	\$	1,341,103.57			
			DRMP	\$	818,918.30			
	DBE		Page One	\$	286,083.17			
	DBE		PICS	\$	231,169.26			
			Ardaman					See limiting amount offsite engineering below
			FGE					See limiting amount offsite engineering below
			GPI					See limiting amount offsite engineering below
	DBE		Page One					See limiting amount offsite engineering below
	DBE		Metha					See limiting amount offsite engineering below
Overtime Premium Costs				\$	20,483.49			
			GAI	\$	8,062.33			
			DRMP	\$	7,402.16			
	DBE		Page One	\$	5,019.00			
	DBE		PICS	\$	-			
Operating Margin			Total	\$	321,272.92			
			GAI	\$	160,932.43			
			DRMP	\$	98,270.20			
	DBE		Page One	\$	34,329.98			
	DBE		PICS	\$	27,740.31			
Office Setup and Rent (Allowance)					61,897.58			
Direct Expense Reimbursement	No. Months	Rate		\$	81,743.32			
GAI Month 1 (20% mob)	1	\$ 16,348.69		\$	16,348.69	\$ 81,743.32	\$	0.00
Months 2 to 22	21	\$ 3,114.03		\$	65,394.63			
				\$	5,658.30			
DRMP Month 1 (20% mob)	1	\$ 1,131.75		\$	1,131.75	\$ 5,658.30	\$	0.00
Months 2 to 22	21	\$ 215.55		\$	4,526.55			
Vehicle/Mobile Communications				\$	174,808.74			
			GAI Mgt	\$	21,883.62			
			GAI	\$	40,428.08			
			DRMP	\$	60,973.98			
	DBE		Page One	\$	30,359.81			
	DBE		PICS	\$	21,163.25			
Offsite Plant Inspection and Testing, Geotech, Coatings, and Surveying				\$	270,722.62			
			Ardaman	\$	44,550.00			
			FGE	\$	83,748.00			
			GPI	\$	50,438.62			
	DBE		Page One	\$	75,626.00			
	DBE		Metha	\$	16,360.00			
			Subtotal	\$	3,613,861.27	\$ 3,648,685.68		34,824.41
			Contingencies	\$	286,138.73			
			Total	\$	3,900,000.00			
			Total	\$	3,613,861.26			
			DBE Total	\$	727,850.78	20.14%		

Exhibit "C"

Central Florida Expressway Authority
CEI Consultant Work and Fee Estimate
CFX Project No. 429-203
GAI Consultants

Escalation 3%

Mehta	Name	2015		2016		2017		Total		Man-Months
		Rate	Hours	Rate	Hours	Rate	Hours	Hours	Cost	
		(\$/Hr)		(\$/Hr)		(\$/Hr)				
Resident Engineer	Greg Aldrich, P.E.	69.30	1155	71.38	1980	71.38	495	3,630	\$ 256,704.53	22
Contract Support Specialist	Mark Rados	36.50	1155	37.60	1980	37.60	495	3,630	\$ 135,205.13	22
Sr Roadway Inspector	Doug Kellum	30.50	1155	31.42	1980	31.42	495	3,630	\$ 112,979.63	22
Sr Roadway Inspector	TBD	30.50	330	31.42	1650	31.42	0	1,980	\$ 61,899.75	12
Inspector	George Holder	23.00	990	23.69	165	23.69	0	1,155	\$ 26,678.85	7
Totals								14,025	\$ 593,467.88	85

Field Overtime (Straight)	8%	\$ 16,124.66
Salary Costs		\$ 609,592.53
Field Office Overhead Rate	120.00%	\$ 731,511.04
Subtotal		\$ 1,341,103.57
Operating Margin	12%	\$ 160,932.43
Overtime Premium		\$ 8,062.33
Total Labor Related Costs		\$ 1,510,098.33
Expenses (Billiabe Reimbursement)		\$ 62,311.70
Expenses (Lump Sum)		\$ 81,743.32
Total GAI Consultants		\$ 1,654,153.35

Exhibit "C"

Central Florida Expressway Authority
CEI Consultant Work and Fee Estimate
CFX Project No. 429-203
GAI Consultants

Expenses

Item	Page	Description	Qty	Unit Price	Cost	Tax 6.5%	Salvage Value	%	Project Cost
Office (Allowance)									
A	1	1-6 Office Trailer Mobilization, Setup, & Pickup	1	19,525.00	19,525.00	1,269.13	-		\$ 20,794.13
A	2	1-6 Office Trailer Monthly Lease	24	750.00	18,000.00	1,170.00	-		\$ 19,170.00
A	3	1-6 Site Utilities	1	9,310.00	9,310.00	605.15	-		\$ 9,915.15
A	4	Estimate Building Permit	1	1,000.00	1,000.00	65.00	-		\$ 1,065.00
A	5	Estimate Electrical	22	277.65	6,108.30	-	-		\$ 6,108.30
A	6	Estimate Water Service	22	50.00	1,100.00	-	-		\$ 1,100.00
A	7	Estimate Garbage Service	22	25.00	550.00	-	-		\$ 550.00
A	8	Estimate Parking area RAP Surface	1	3,000.00	3,000.00	195.00	-		\$ 3,195.00
Total Allowance									\$ 61,897.58

Filed Office Furniture

B	9	1	Straight Desks	4	250.00	1,000.00	65.00		\$ 1,065.00
B	10	1	L-Shaped Desks	3	315.00	945.00	61.43		\$ 1,006.43
B	11	1	Conference Table	1	500.00	500.00	32.50		\$ 532.50
B	12	1a	Book Shelves	5	69.97	349.85	22.74		\$ 372.59
B	13	1	5 drawer files	4	395.00	1,580.00	102.70		\$ 1,682.70
B	14	1	Desk and Conference Chairs	21	49.00	1,029.00	66.89		\$ 1,095.89
B	15	1	Guest Chairs	5	40.00	200.00	13.00		\$ 213.00
B	16	1	Furniture Delivery Charge	1	660.00	660.00	42.90		\$ 702.90
B	17	2	Folding Tables - Plans Utilities	4	86.88	347.52	22.59		\$ 370.11
B	18	3	Fire Extinguisher	2	71.59	143.18	9.31		\$ 152.49
B	19	4	First Aid Kit	1	46.99	46.99	3.05		\$ 50.04
B	20	5	Waste Baskets - 7 gal	5	7.79	38.95	2.53		\$ 41.48
B	21	6	Garbage Can - 30 gal	2	19.97	39.94	2.60		\$ 42.54
B	22	7	Dry eraser Board - Small	4	56.99	227.96	14.82		\$ 242.78
B	23	8	Dry eraser Board - Large	2	254.99	509.98	33.15		\$ 543.13
B	24	9	Plunger	1	10.99	10.99	0.71		\$ 11.70
Subtotal									\$ 8,125.27

Electronic Equipment and Software

C	25	1a-1b	Dell 2214h, 21.5" Display	6	164.99	989.94	64.35	421.71	40%	\$	632.57
C	26	1a-1b	Dell Latitude E6440 Laptop	5	1,324.93	6,624.65	430.60	2,822.10	40%	\$	4,233.15
C	27	1c-1d	E-Series Dell Advanced Port Replicator, 130W	4	153.99	615.96	40.04	262.40	40%	\$	393.60
C	28	1	Dell Multimedia Keyboard	4	25.19	100.76	6.55			\$	107.31
C	29	1	Dell MS111 USB Optical Mouse	4	12.40	49.60	3.22			\$	52.82
C	30	1	Juniper SSG5 Wireless Firewall, Includes support	1	788.00	788.00	51.22			\$	839.22
C	31	1e	Alcatel-Lucent Network Switch, 24 Port	1	2,013.46	2,013.46	130.87	857.73	40%	\$	1,286.60
C	32	1	Tripp-Lite Surge Protector for Laptop bundles	5	13.94	69.70	4.53			\$	74.23
C	33	1f	Tripp-Lite Battery Backup, Rack Tower	1	205.00	205.00	13.33			\$	218.33
C	34	2	Riverbed Steelhead CX255-M	1	3,518.25	3,518.25	228.69	1,498.77	40%	\$	2,248.16
C	35	Estimate	Labor - Network Services and Setup	12	75.00	900.00	58.50	-		\$	958.50
C	36	4	Print/Copy/Scan/Fax MFP, Media Services	22	439.95	9,678.90	629.13			\$	10,308.03
C	37	5	Audio Recorder	1	59.99	59.99	3.90			\$	63.89
C	38	6	Digital Video Camera	1	199.99	199.99	13.00			\$	212.99
C	39	7	HP Laser Jet Pro - A4r Printer	4	69.00	276.00	17.94			\$	293.94
C	40	8	HP Laser Jet Pro - A4r Printer toner cartridges	12	35.99	431.88	28.07			\$	459.95
Subtotal										\$	22,383.29

Exhibit "C"

Item	Page	Description	Qty	Unit Price	Cost	Tax 6.5%	Salvage Value	%	Project Cost
Office Expenses									
D	41	Negotiated	Monthly Office Supplies	22	200.00	4,400.00			\$ 4,400.00
D	42	1	Conex Delivery and pickup	1	250.00	250.00	16.25	-	\$ 266.25
D	43	1	Conex Rental	24	65.00	1,560.00	101.40	-	\$ 1,661.40
D	44	2-3	Security System Installation	1	124.50	124.50	8.09	-	\$ 132.59
D	45	2-3	Security Monitoring	22	49.91	1,098.02	71.37	-	\$ 1,169.39
D	46	4	Centurylink DSL 20/1.5 Bandwidth Services	22	117.98	2,595.56	168.71	-	\$ 2,764.27
D	47	5-6	Janitorial Services	22	250.00	5,500.00	357.50	-	\$ 5,857.50
D	48	7	Phone Service	24	20.99	503.85	32.75	-	\$ 536.60
Subtotal									\$ 16,788.01

Item	Page	Description	Qty	Unit Price	Cost	Tax 6.5%	Salvage Value	%	Project Cost
Field Equipment and Supplies									
E	49	1	Alr-Meter	2	665.00	1,330.00	86.45	708.23	50% \$ 708.23
E	50	2	Alr-Meter Calibration	8	50.00	400.00	26.00		\$ 426.00
E	51	3	Calcium Carbide Reagent - 24 lbs	2	248.85	497.70	32.35		\$ 530.05
E	52	4	Concrete Cylinder Molds - 20/Case	20	23.70	474.00	30.81		\$ 504.81
E	53	5	Concrete Slump Test Kit	2	164.90	329.80	21.44		\$ 351.24
E	54	6	Concrete Slump Calibration	6	30.00	180.00	11.70		\$ 191.70
E	55	7	Engleers Scale	6	5.49	32.94	2.14		\$ 35.08
E	56	8	Field Books	30	12.99	389.70	25.33		\$ 415.03
E	57	9	Flashlights	4	5.48	21.92	1.42		\$ 23.34
E	58	10	Folding Rule	4	13.47	53.88	3.50		\$ 57.38
E	59	11	GPS - Handheld	1	615.50	615.50	40.01		\$ 655.51
E	60	12	Hammer - Sledge 6#	2	19.97	39.94	2.60		\$ 42.54
E	61	13	Hammer - Sledge 10#	2	31.97	63.94	4.16		\$ 68.10
E	62	14	Hammer - Rubber	2	6.99	13.98	0.91		\$ 14.89
E	63	15	Hard Hats	4	24.47	97.88	6.36		\$ 104.24
E	64	16	Hearing protection	4	37.45	149.80	9.74		\$ 159.54
E	65	17	Keel	22	2.00	44.00	2.86		\$ 46.86
E	66	19	Level - 4' Smart	4	129.70	518.80	33.72		\$ 552.52
E	67	20	Level - 4'	2	29.96	59.92	3.89		\$ 63.81
E	68	21	Level - Rod, 25'	1	124.00	124.00	8.06		\$ 132.06
E	69	22	Level - Direct Read	1	162.00	162.00	10.53		\$ 172.53
E	70	23	Level, Percision Automatic	1	279.00	279.00	18.14		\$ 297.14
E	71	24	Level - tripod Incl above	1	-	-	-		\$ -
E	72	25	Marking Spray Paint (12/case)	22	44.88	987.36	64.18		\$ 1,051.54
E	73	26	Master Locks	8	13.97	111.76	7.26		\$ 119.02
E	74	27	Measuring - Laser	1	185.75	185.75	12.07		\$ 197.82
E	75	28	Measuring Tape, 30' Carpenters	4	16.43	65.72	4.27		\$ 69.99
E	76	29	Measuring Tape, 50' Steel	4	22.21	88.84	5.77		\$ 94.61
E	77	30	Measuring Tape, 100' nylon coated	4	32.45	129.80	8.44		\$ 138.24
E	78	31	Measuring Wheel	4	69.90	279.60	18.17		\$ 297.77
E	79	32-33	Nuclear Test Gauage	3	7,360.00	22,080.00	1,435.20	11,757.60	50% \$ 11,757.60
E	80	NP	Nuclear Test Gauage - Calibration	6	350.00	2,100.00	136.50		\$ 2,236.50
E	81	NP	Nuclear Test Gauage - Leak Test	6	17.00	102.00	6.63		\$ 108.63
E	82	34	Plumb Bob string	3	16.99	50.97	3.31		\$ 54.28
E	83	35	Plumb Bob	3	17.99	53.97	3.51		\$ 57.48
E	84	36	Portable Water Containers 3 Gal	3	50.95	152.85	9.94		\$ 162.79
E	85	37	Post Hole Digger	3	163.25	489.75	31.83		\$ 521.58
E	86	38	Radiological Site License - Health Dept	2	1,216.95	2,433.90			\$ 2,433.90
E	87	39	Rain Gauge	1	3.98	3.98	0.26		\$ 4.24
E	88	40	Safety glasses	3	17.40	52.20	3.39		\$ 55.59
E	89	41	Safety Harness	1	545.00	545.00	35.43		\$ 580.43
E	90	42	Safety Lanyards	1	619.00	619.00	40.24		\$ 659.24
E	91	43	Sample Bages 100 pack	3	76.00	228.00	14.82		\$ 242.82
E	92	44	Security Box - Nuclear Test Guage Transport	2	439.00	878.00	57.07		\$ 935.07
E	93	45	Shovels	3	25.97	77.91	5.06		\$ 82.97
E	94	46	Speedy Calibration	6	75.00	450.00	29.25		\$ 479.25
E	95	47	Speedy Scale Calibration	6	25.00	150.00	9.75		\$ 159.75
E	96	48	Spedy Moisture Testor	3	1,365.85	4,097.55	266.34	2,181.95	50% \$ 2,181.95
E	97	49	Straight Edge	1	126.50	126.50	8.22		\$ 134.72
E	98	50	Thermometer Surface	3	98.97	296.91	19.30		\$ 316.21
E	99	51	Thermometer - Dual Traceable	3	31.20	93.60	6.08		\$ 99.68
E	100	52	Vests	3	29.80	89.40	5.81		\$ 95.21
E	101	53	Wheelbarrow	3	84.97	254.91	16.57		\$ 271.48
Subtotal									\$ 31,152.96

* NP - Nonpublished verbal quote

Exhibit "C"

Vehicle Expenses - Lump Sum

F	102	1	Fire Extinguishers	4	20.99	83.96	5.46			\$	89.42
F	103	2	First Aid Kits	4	34.25	137.00	8.91			\$	145.91
F	104	3	Strobe Lights	4	115.00	460.00	29.90			\$	489.90
F	105	3	Tool Boxes	4	247.95	991.80	64.47			\$	1,056.27
F	106	3	Lights and Box Installation	4	355.00	1,420.00	92.30			\$	1,512.30

Subtotal \$ 3,293.79

Total Lump Sum \$ 81,743.32

Monthly Vehicle and & Portable Communications

F	107	4	Dodge 1500 4x4 Crew Cab - RE	22	558.00	12,276.00	797.94			\$	13,073.94
F	108	4	Dodge 1500 4x4 Club Cab - Inspectors	41	558.00	22,878.00	1,487.07			\$	24,365.07
F	109	4	Insurance/Licensing - RE	22	182.19	4,008.18	260.53			\$	4,268.71
F	110	4	Insurance/Licensing - Inspectors	41	182.19	7,469.79	485.54			\$	7,955.33
F	111	4	Operating Costs - RE	22	108.85	2,394.70	155.66			\$	2,550.36
F	112	4	Operating Costs - Inspectors	41	108.85	4,462.85	290.09			\$	4,752.94
F	113	Estimate	Tolls - RE	22	34.96	769.12	49.99			\$	819.11
F	114	5	Cell Phone Service - RE	22	50.00	1,100.00	71.50			\$	1,171.50
F	115	5	Cell Phone Service - Insps	63	50.00	3,150.00	204.75			\$	3,354.75

GAI \$ 62,311.70

Man-Months \$ 63.00

\$/Man-Hr \$ 5.99

DRMP

Electronic Equipment and Software

C	1	1a-1b	Dell Latitude E6440 Laptop	1	1,324.93	1,324.93	86.12	564.42	40%	\$	846.63
DRMP	2		Tablet - Dell	3	\$499.00	1,497.00	97.31	637.72	40%	\$	956.58
DRMP	3		Aircard	0	20.00	-	-			\$	-

Subtotal \$ 1,803.21

Field Equipment and Supplies

E	4	41	Safety Harness	2	545.00	1,090.00	70.85			\$	1,160.85
E	5	15	Hard Hats	4	24.47	97.88	6.36			\$	104.24
E	6	52	Vests	4	29.80	119.20	7.75			\$	126.95
E	7	28	Measuring Tape, 30' Carpenters	4	16.43	65.72	4.27			\$	69.99
E	8	30	Measuring Tape, 100' nylon coated	2	32.45	64.90	4.22			\$	69.12
E	9	31	Measuring Wheel	4	69.90	279.60	18.17			\$	297.77
E	10	19	Level - 4' Smart	4	129.70	518.80	33.72			\$	552.52
E	11	53	Wheelbarrow	4	84.97	339.88	22.09			\$	361.97
DRMP	12	11	Probe Rods 4'	3	\$24.20	72.60	4.72			\$	77.32
DRMP	13	12	Probe Rods 6'	2	\$80.00	160.00	10.40			\$	170.40
DRMP	14	13	Asphalt Thermometers	2	\$44.25	88.50	5.75			\$	94.25
E	15	35	Plumb Bob	4	17.99	71.96	4.68			\$	76.64
F	16	1	Fire Extinguishers	4	20.99	83.96	5.46			\$	89.42
F	17	2	First Aid Kits	4	34.25	137.00	8.91			\$	145.91
DRMP	18	14	Vehicle Signs	4	\$70.00	280.00	18.20			\$	298.20
E	19	16	Hearing protection	4	37.45	149.80	9.74			\$	159.54

Subtotal \$ 3,855.09

Monthly Vehicle and & Portable Communications

F	20	4	4x4 Ford Explorer - PA	22	545.00	11,990.00	779.35			\$	12,769.35
F	21	4	4x4 Chevrolet Silverado 1500	42	558.00	23,436.00	1,523.34			\$	24,959.34
F	22	4	Insurance/Licensing - PA	22	182.19	4,008.18	260.53			\$	4,268.71
F	23	4	Insurance/Licensing - Inspectors	42	182.19	7,651.98	497.38			\$	8,149.36
F	24	4	Operating Costs - PA	22	108.85	2,394.70	155.66			\$	2,550.36
F	25	4	Operating Costs - Inspectors	42	108.85	4,571.70	297.16			\$	4,868.86
F	26	5	Verison Droid service	64	50.00	3,200.00	208.00			\$	3,408.00

Subtotal \$ 60,973.98

Total DRMP \$ 60,973.98

Man-Months \$ 64.00

\$/Man-Hr \$ 5.77

Page One

VEHICLES

F	1	4	2015 Dodge Ram 4x4 (Br. Insp & Insp.)	30	\$ 558.00	\$ 16,740.00	\$ 1,088.10			\$	17,828.10
F	2	4	Insurance/Licensing (Br. Insp & Insp.)	30	\$ 182.19	\$ 5,465.70	\$ 355.27			\$	5,820.97
F	3	4	Operating Costs (Br. Insp & Insp.)	30	\$ 108.85	\$ 3,265.50	\$ 212.26			\$	3,477.76
E	4	52	Safety Vest	2	\$ 29.80	\$ 59.60	\$ 3.87			\$	63.47
E	5	15	Hard Hat	2	\$ 24.47	\$ 48.94	\$ 3.18			\$	52.12
F	6	2	First Aid Kit	2	\$ 34.25	\$ 68.50	\$ 4.45			\$	72.95
Page 1	7	1 - 4	Radioactive Badges	2.33	\$ 128.00	\$ 298.67	\$ 19.41			\$	318.08

Subtotal \$ 27,633.46

Exhibit "C"

LAPTOP

Page 1	8	1 - 5	Dell Latitude	2	449.99	\$ 899.98	\$ 58.50		\$ 958.48
Subtotal									\$ 958.48

MOBILE COMMUNICATIONS

F	9	5	Cell Phone (Field Staff)	2	\$ 50.00	\$ 100.00	\$ 6.50		\$ 106.50
Page 1	10	1 - 6	Case	2	\$ 29.99	\$ 59.98	\$ 3.90		\$ 63.88
F	11	5	Cell Service (Field Staff)	30	\$ 50.00	\$ 1,500.00	\$ 97.50		\$ 1,597.50
Subtotal									\$ 1,767.88

Total Page 1 \$ 30,359.81
Man-Months \$ 30.00
\$/Man-Hr \$ 6.13

PICS

VEHICLES

F	1	4	Vehicles (FDOT Guidelines) (Sr. Insp. & Insp.)	25.5	\$ 558.00	\$ 14,229.00	\$ 924.89		\$ 15,153.89
F	2	4	Operating / Maintenance (Sr. Insp. & Insp.)	25.5	\$ 108.85	\$ 2,775.68	\$ 180.42		\$ 2,956.09
F	3	4	Insurance / Licensing (FDOT Guidelines)(Sr. Insp. & Insp.)	25.5		\$ -	\$ -		\$ -
PICS	4	PICS 7	Strobe Light	2	\$ 199.00	\$ 398.00	\$ 25.87		\$ 423.87
PICS	5	PICS 8	Vehicle Sign	2	\$ 63.50	\$ 127.00	\$ 8.26		\$ 135.26
E	6	52	Safety Vest	2	\$ 29.80	\$ 59.60	\$ 3.87		\$ 63.47
E	7	15	Hard Hat	2	\$ 24.47	\$ 48.94	\$ 3.18		\$ 52.12
F	8	2	First Aid Kit	2	\$ 34.25	\$ 68.50	\$ 4.45		\$ 72.95
F	9	1	Fire Extinguisher	2	\$ 20.99	\$ 41.98	\$ 2.73		\$ 44.71
Subtotal									\$ 18,902.36

LAPTOP

PICS	10	PICS 9	i Pad & case	2	649.90	\$ 1,299.80	\$ 84.49	692.14	50%	\$ 692.14
Subtotal										\$ 692.14

MOBILE COMMUNICATIONS

PICS	11	PICS 10	Cell Phone (Field Staff)	2	\$ 99.00	\$ 198.00	\$ 12.87		\$ 210.87
F	12	5	Cell Service	25.5	\$ 50.00	\$ 1,275.00	\$ 82.88		\$ 1,357.88
Subtotal									\$ 1,568.75

Total PICS \$ 21,163.25
Man-Months \$ 25.50
\$/Man-Hr \$ 5.03

Exhibit "C"

Central Florida Expressway Authority
CEI Consultant Work and Fee Estimate
CFX Project No. 429-203
DRMP

Position	Name	2015		2016		2017		Total		Man-Months
		Rate (\$/Hr)	Hours	Rate (\$/Hr)	Hours	Rate (\$/Hr)	Hours	Hours	Cost	
Project Admini	Al Norris*	\$ 49.50	1155	\$ 49.81	1980	\$ 49.81	495	3630	\$ 180,452.25	22
Sr Bridge Inspe	Mike Gerber	\$ 28.80	1155	\$ 29.66	1815	\$ 29.66	0	2970	\$ 87,096.90	18
Sr. Roadway In	Arnaldo Salazar*	\$ 27.00	660	\$ 27.81	1320	\$ 27.81	0	1980	\$ 54,529.20	12
Bridge/Roadwa	Clinton Calkins	\$ 23.69	0	\$ 24.40	0	\$ 24.40	0	0	\$ -	0
ITS/Roadway In	Robert Heany	\$ 21.50	660	\$ 22.15	1320	\$ 22.15	0	1980	\$ 43,428.00	12
								0	0	0
								0	0	0
Totals								10560	\$ 365,506.35	64

* Proposed Rates for these positions per FDOT District 5 Average Rate Report

Field Overtime (Straight)	8%	\$ 14,804.33
Salary Costs		\$ 380,310.68
Field Office Overhead Rate	120.00%	\$ 438,607.62
Subtotal		\$ 818,918.30
Operating Margin	12%	\$ 98,270.20
Overtime Premium		\$ 7,402.16
Total		\$ 924,590.65

Exhibit "C"

Central Florida Expressway Authority
CEI Consultant Work and Fee Estimate
CFX Project No. 429-203
Page One

Escalation 3%

Position	Name	2015		2016		2017		Total		Man-Months
		Rate	Hours	Rate	Hours	Rate	Hours	Hours	Cost	
		(\$/Hr)		(\$/Hr)		(\$/Hr)				
Br Inspector	John Vance	\$ 26.50	0	27.30	1485	27.30	0	1485	\$ 40,533.08	9
Inspector	Larry Torres	\$ 24.00	990	24.72	1980	24.72	495	3465	\$ 84,942.00	21
Inspector	Bill Conner	\$ 22.00	0	22.66	0	22.66	0	0	-	
Inspector	Ellis North	\$ 19.00	0	19.57	0	19.57	0	0	-	
								0	0	
Totals								4950	\$ 125,475.08	30

* Proposed Rates for these positions per FDOT District 5 Average Rate Report

Field Overtime (Straight)	8%	\$	10,038.01
Salary Costs		\$	135,513.08
Field Office Overhead Rate	120.00%	\$	150,570.09
Subtotal		\$	286,083.17
Operating Margin	12%	\$	34,329.98
Overtime Premium		\$	5,019.00
Total		\$	325,432.15

Exhibit "C"

Central Florida Expressway Authority
CEI Consultant Work and Fee Estimate
CFX Project No. 429-203
PI Consulting Services

Position	Name	2015		2016		2017		Total		Man-Months
		Rate	Hours	Rate	Hours	Rate	Hours	Hours	Cost	
		(\$/Hr)		(\$/Hr)		(\$/Hr)				
Sr ITS Inspector	Michael Simmons	\$ 34.51	82.5	\$ 35.54	660	\$ 35.54	0	742.5	\$ 26,303.48	4.5
Inspector	Abel Fox	\$ 21.22	990	\$ 21.85	1980	\$ 21.85	495	3465	\$ 75,086.55	21
Inspector	Madhu Nandyala	\$ 22.15	0	\$ 22.81	0	\$ 22.81	0	0	\$ -	
								0	0	
Totals								4207.5	\$ 101,390.03	25.5

* Proposed Rates for these positions per FDOT District 5 Average Rate Report

Field Overtime (Straight)	8%	\$ 8,111.20	
Salary Costs		\$ 109,501.23	
Field Office Overhead Rate	120.00%	\$ 121,668.03	
Subtotal		\$ 231,169.26	
Operating Margin	12%	\$ 27,740.31	
Overtime Premium		\$ -	Inc. In OH for PICS
Total		\$ 258,909.57	

Exhibit "C"



Foundation & Geotechnical Engineering, LLC
608 Hitchcock St.
Plant City, FL 33563

Project Proposal Date: 3-23-2015
Proposal for Greg Aldrich, GAI Consultants, Inc.
CFX Project Number: 429-203 Orange County
Project Name: SR 429 (Wekiva Parkway) N. of Ponkan Rd. to N. of Kelly Park Rd

FGE Project Number: 1026-D15-T

<i>Labor (PDA testing on Initial Drives, Redrives and Spliced Piles)</i>				
Job Classification	Raw Rate	Loaded Rate	Estimated Hours	Estimated Cost
Senior Geotechnical Engineer	\$48.08	\$152.07		\$0.00
Geotechnical Engineer	\$48.08	\$152.07	160	\$24,331.40
Project Manager	\$38.62	\$122.15	60	\$7,329.00
Project Engineer	\$21.63	\$68.41	60	\$4,104.78
Sub-total				\$35,765.21

35,764.80

<i>Data Analyses, Establish Production Pile Lengths and Driving Criteria</i>				
Job Classification	Raw Rate	Loaded Rate	Estimated Hours	Estimated Cost
Senior Geotechnical Engineer				\$0.00
Geotechnical Engineer	\$48.08	\$152.07	70	\$10,644.98
Project Manager	\$38.62	\$122.15	40	\$4,886.02
Project Engineer	\$21.63	\$68.41	30	\$2,052.30
Sub-total				\$17,583.40

17,583.20

<i>Loaded Billing Item</i>				
Item Description	Unit of Measure	Unit Rate	Estimated Quantity	Estimated Cost
PDA Equipment	Day	\$600.00	32	\$19,200.00
CAPWAPs	each	\$175.00	28	\$4,900.00
Weaps	each	\$225.00	28	\$6,300.00
Sub-total				\$30,400.00

Grand Total \$83,748.61

Proposal Prepared by: Tom Taylor


Tom Taylor
Project Manager

Exhibit "C"

SR 429, Wekiva Parkway
Bridge Nos. 750844 and 750845

CEI Senior Project Engineer - Paul Forte (PF)
Project Manager Coatings - Frank Rea (FR)

CEI Sr. Coatings Inspector - Aaron Speisman (AS)

4-Mar-15

		GPI	GPI	GPI	GPI	GPI	GPI	GPI	GPI	GPI	Totals
		PF	FR	TBD	Name	Name	Name	Name	Name	Name	Hrs.
		Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.
Task I	Project Management	0	0	0	0	0	0	0	0	0	0
	Submittal Review	6	6	0	0	0	0	0	0	0	12
	Clerk	0	0	0	0	0	0	0	0	0	0
	Total Hours/Task	6	6	0	0	0	0	0	0	0	12
Task II	Coatings Consulting	0	10	0	0	0	0	0	0	0	10
	Total Hours/Task	0	10	0	0	0	0	0	0	0	10
Task III	CEI Sr. Inspection (for Coatings)	0	0	400	0	0	0	0	0	0	400
	CEI Sr. Inspection (for Coatings) - Overtime	0	0	80	0	0	0	0	0	0	80
	Total Hours/Task	0	0	480	0	0	0	0	0	0	480
		GPI	GPI	GPI	GPI	GPI	GPI	GPI	GPI	GPI	
		PF	FR	TBD	Name	Name	Name	Name	Name	Name	
GPI Rates		\$88.00	\$57.50	\$34.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Hours		6.00	16.00	480.00	0.00	0.00	0.00	0.00	0.00	0.00	
Direct Labor Costs		\$528.00	\$920.00	\$16,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,008.00
GPI Overhead		127.72%									\$22,999.82
Total Labor											\$41,007.82
FCCM		0.440%									\$79.24
Expense		14.60%									\$2,629.17
Operating Margin		30.00%									\$5,402.40
CEI Sr. Inspector Overtime Premium		80 hrs @ \$16.50 / hr									\$1,320.00
Total Estimated Cost											\$50,438.62

Exhibit "C"

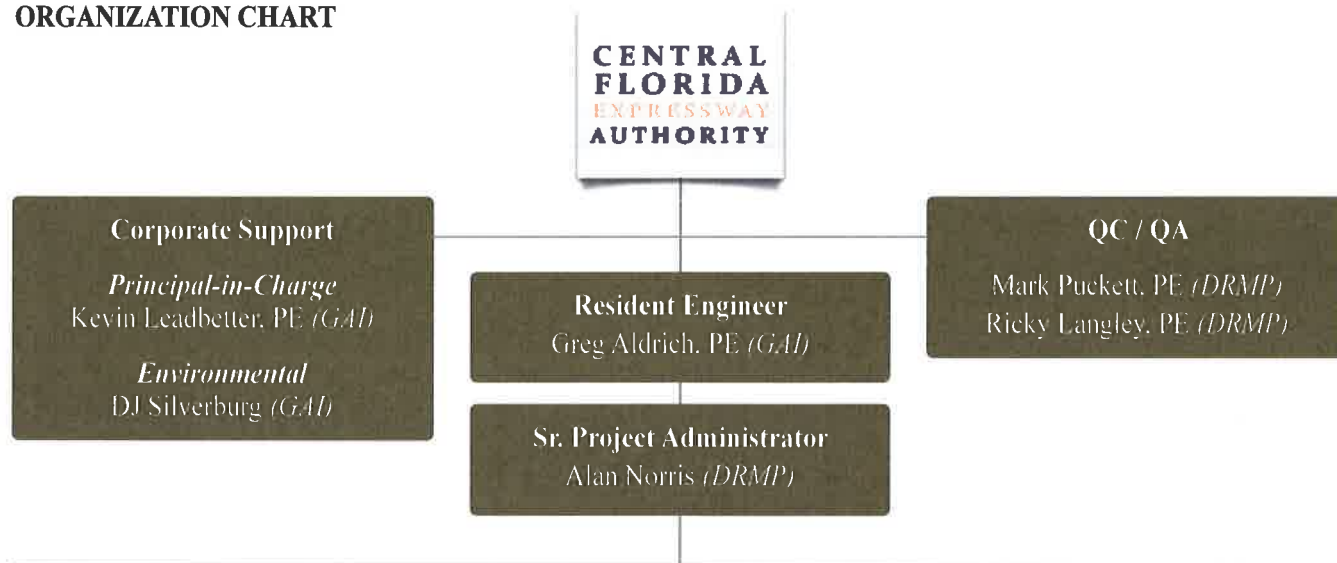
Central Florida Expressway Authority
CEI Consultant Work and Fee Estimate
CFX Project No. 429-203
Mehta

Postion	Rate	Hours	Cost
	(\$/Hr)		
Survey Manager	110.00	16	\$ 1,760.00
2 Person Crew	137.00	40	\$ 5,480.00
4 Person Crew	228.00	40	\$ 9,120.00
Total			\$ 16,360.00

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

ORGANIZATION CHART



Roadway Inspectors

- Doug Kellum (GAI)
- Dennis Cowart (Page1)

ITS Inspectors

- David Boston (RK&K)
- Michael Brown (DRMP)

Bridge Inspectors

- Michael Gerber (DRMP)
- John Vance (Page1)

MSE Wall Inspectors

- Arnaldo Salazar (DRMP)

Contract Support Specialist

- Mark Rados (GAI)

Coatings Inspector

- Mike Tusa (GPI)

Additional Inspectors

- Ellis North (Page1)
- Larry Torres (Page1)
- Abel Fox (PI)
- Michael Sellnow (PI)

Subconsultant Support

Asphalt Plant

- Cheryl Birdsong (Page1)
- Warren Brewer (Page1)

Materials Testing /Precast Insp.

- Jason Parker, PE (AA)
- Bruce Barnwell (AA)

Foundations Geotechnical

- Tom Taylor (FGE)
- Chris Lewis (FGE)

(GAI).....GAI Consultants
(AA).....Ardaman & Associates
(DRMP).....Dyer Riddle Mills & Precourt
(FGE)Foundation & Geotechnical Engineering
(GPI)Greenman-Pedersen
(Page1)Page One Consultants (WBE)
(PI)PI Consulting Services (M/WBE)
(RK&K)Rummel Klepper & Kahl


CONSENT AGENDA ITEM

#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: April 28, 2015

RE: Award of Contract for
S.R. 408, S.R. 417, and S.R. 429 Guide Sign Improvements
Contract No. 001103; Project No. 599-729

In accordance with the approved Procurement Policy and Procedures for an invitation to bid, the Procurement Department opened sealed bids on April 23, 2015, for the referenced project. Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	United Signs & Signals, Inc.	\$735,801.83
2.	Traffic Control Devices, Inc.	\$853,298.00
3.	Traffic Control Products of Florida, Inc.	\$1,010,302.00

The Engineer's Estimate for this project is \$728,920.00.

The Procurement Department has evaluated all bids and has determined the bid from United Signs & Signals, Inc. (US&S) to be responsible and responsive to the bidding requirements. Award of the contract to US&S in the amount of \$735,801.83 is recommended contingent upon final execution of the contract by both parties.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Ben Dreiling, Director of Construction and Maintenance

CONTRACT

This Contract No. 001103 (the "Contract"), made this 14th day of May, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and UNITED SIGNS AND SIGNALS, INC., 28248 County Road 561, Tavares, Florida 32778, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 599-729, S.R. 408, S.R. 417 and S.R. 429 Guide Sign Improvements, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 230 calendar days. The Contract Amount is \$735,801.83. This Contract was awarded by the Authority's Board of Directors at its meeting on May 14, 2015.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addendum, modifying the General Specifications,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

In consideration of the foregoing premises, the AUTHORITY agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first set forth above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

UNITED SIGNS & SIGNALS, INC.

By: _____

Print Name: _____

Title

ATTEST: _____ (Seal)

Approved as to form and execution, only.

General Counsel for the AUTHORITY


CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

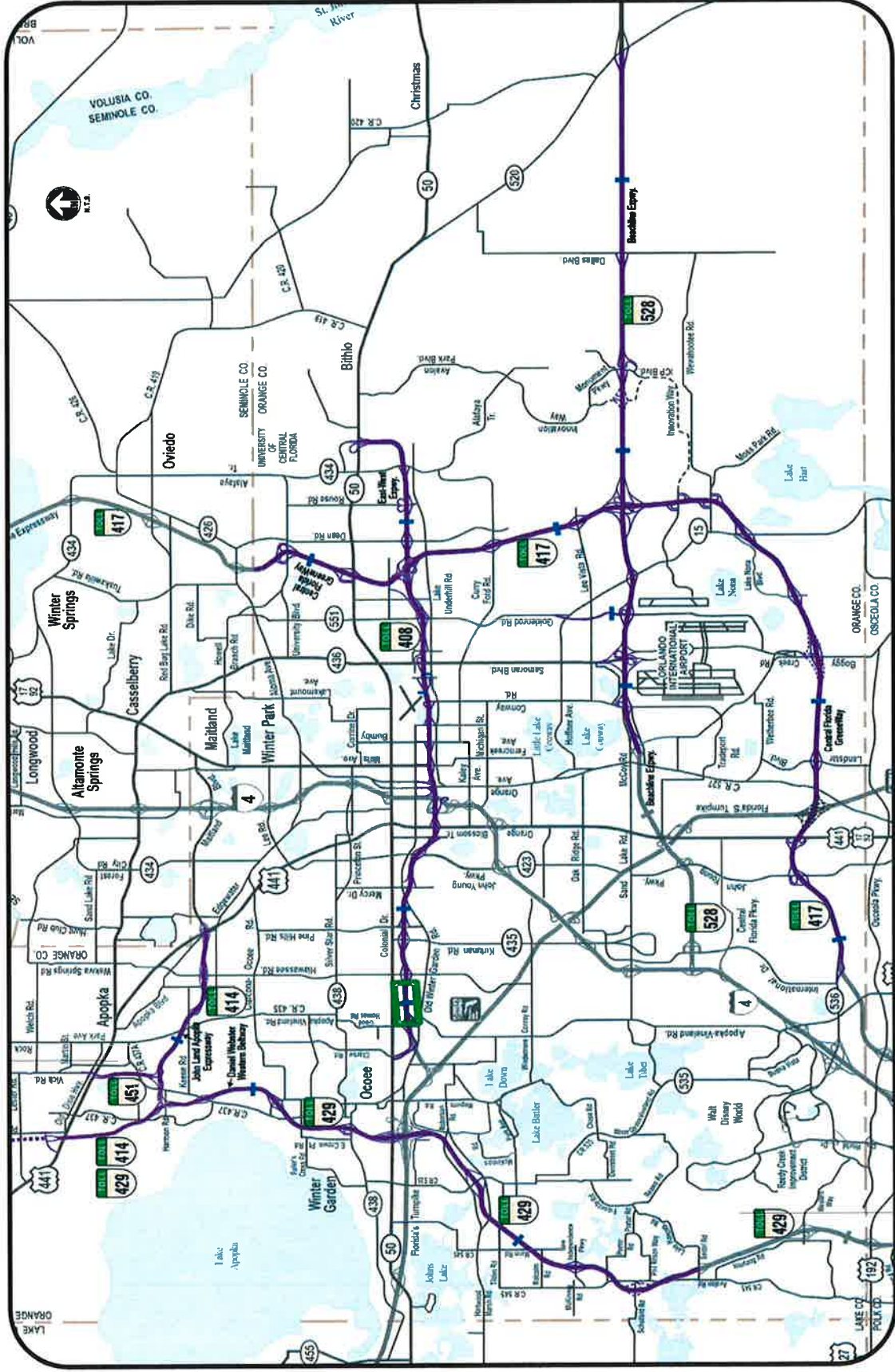
DATE: April 28, 2014

RE: Authorization to Advertise for Design-Build Services for
Backup Data Center
Contract No. 001122

Board authorization is requested to advertise for letters of interest from qualified firms to provide design-build services to complete the design and construction of a backup data center which will include a computer room to house redundant computer hardware for toll operations. The new center will be constructed at the Hiawassee Mainline Toll Plaza.

The letters of interest received will be evaluated and scored by the Evaluation Committee and a shortlist will be developed. Shortlisted firms will be required to submit a price proposal. The firm submitting the low responsive and responsible price proposal will be recommended to the Board for award of a contract.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Dave Wynne, Director of Toll Operations
Joann Chizlett, Director of Information Technology



Backup Data Center at Hiawasee Mainline Toll Plaza


CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Members of the Board
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

FROM: Ben Dreiling, P.E. 
Director of Construction and Maintenance

DATE: April 29, 2015

RE: Consent Agenda Item
Construction Contract Modifications

Authorization is requested to execute the following Construction Contract Modifications. Supporting detailed information for the proposed Construction Contract Modifications are attached.

Contract No.	Name	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) May 2015	Total Amount (\$) to Date*	Time Increase or Decrease
429-305	Southland Construction, Inc.	SR 429 / Schofield Rd. Interchange	10,123,000.00	0.00	181,544.40	10,304,544.40	0
TOTAL					\$181,544.40		

* Includes Requested Amount for current month.

BD/ek

cc: Joe Berenis, P.E.

The following is a proposed Construction Contract Modification along with the detailed information:

Contract 429-305: SR 429 / Schofield Road Interchange
Southland Construction, Inc.
SA 429-305-0515-001

Increase the Quantity of 6" Soil Cement Base

This change is as requested by the Authority. The project includes work on Schofield Road and Avalon Road which are both owned and operated by Orange County. During the construction, several conflicts with Conserve's utility facilities have been encountered on both Schofield and Avalon Roads. In most cases the impacts of these conflicts have been reduced by reducing the thickness of the stabilized subgrade through the use of an additional 6" Soil Cement Pay Item.

INCREASE THE FOLLOWING ITEM:

6" Soil Cement Base (300 psi)

\$181,544.40

Adjustment of Contract Time

The Authority wishes to adjust the Contract Time for this project. The Authority has made modifications to the signing and structures on the project that were not included in the original Contract and are now on the critical path of the project. In addition, the above unforeseen utility conflicts have also impacted the Contractor's progress. Considering these events, staff is requesting the addition of 38 days of Contract time.

TOTAL AMOUNT FOR PROJECT 429-305

\$181,544.40

CONSENT AGENDA ITEM

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: April 28, 2015

RE: Approval of Supplemental Agreement No. 1 to
First Renewal of Agreement with
WBQ Design & Engineering, Inc. for
Miscellaneous Design Consultant Services
Contract No. 000817

Board approval is requested for the referenced supplemental agreement with WBQ Design & Engineering, Inc. (WBQ), in the not-to-exceed amount of \$750,000.00 for Miscellaneous Design Consultant Services. This supplemental agreement will allow continuation of the services provided by WBQ until the end of the Contract term on December 7, 2015.

First Renewal Amount	\$ 750,000.00
Amount of Requested Adjustment	<u>\$ 750,000.00</u>
Revised First Renewal Amount	\$1,500,000.00

WBQ was awarded this Contract under our Small Sustainable Business Enterprise (SSBE) program.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Glenn Pressimone, Director of Engineering

SUPPLEMENTAL AGREEMENT NO. 1
TO
RENEWAL AGREEMENT
MISCELLANEOUS DESIGN CONSULTANT SERVICES

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the “AUTHORITY” and WBQ DESIGN & ENGINEERING, INC., hereinafter called the “CONSULTANT”, carrying on professional practice in engineering with offices located at 201 North Magnolia Avenue, Suite 200, Orlando, Florida 32801.

WHEREAS, the AUTHORITY and the CONSULTANT entered into an Agreement for Professional Services, dated November 8, 2011, where the CONSULTANT was to provide miscellaneous design consultant services for specific projects authorized by the AUTHORITY, and

WHEREAS, the AUTHORITY and the CONSULTANT entered into an Renewal Agreement, dated December 8, 2014, where the CONSULTANT was authorized to continue

providing miscellaneous design consultant services for specific projects authorized by the AUTHORITY, and

WHEREAS, the AUTHORITY wishes the CONSULTANT to continue to provide miscellaneous design consultant services for specific projects authorized by the AUTHORITY under the terms of the Renewal Agreement, and

WHEREAS, the CONSULTANT agrees to provide the required services for the additional projects identified by the AUTHORITY at the same costs and fees specified in the Renewal Agreement;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The AUTHORITY hereby authorizes the CONSULTANT to proceed with services as requested by the AUTHORITY through the Work Authorization process.
2. The Maximum Limiting Amount specified in the Renewal Agreement is increased by \$750,000.00 to a new Maximum Limiting Amount of \$1,500,000.00.
3. All provisions of the Renewal Agreement, or any supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the Renewal Agreement, or any supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in triplicate, the day and year first above written. This Supplemental Agreement was approved by the Authority's Board of Directors at its meeting on _____, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

WBQ DESIGN & ENGINEERING, INC.

By: _____
Authorized Signature

Print Name: _____

Title: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution only.

General Counsel to the AUTHORITY



Atkins North America, Inc.
482 South Keller Road
Orlando, Florida 32810-6101
Telephone: +1.407.647.7275
www.atkinsglobal.com/northamerica

MEMORANDUM

TO: Glenn Pressimone, P.E.
FROM: *mk*
Scott M. Kamien, P.E.
SUBJECT: Miscellaneous Design Consultant Services
WBQ Supplemental Request
CFX Contract No. 000817
DATE: May 4, 2015

On August 14, 2014, WBQ's Miscellaneous Design Consultant Services was given a one year renewal through December 7, 2015. WBQ currently has a number of projects that are active and on-going that will require a Supplement Agreement to their fee for completion. The actual fee for each task listed below will be reviewed, but the total estimated fee can be used as a placeholder. The active Work Authorizations are:

- WA #13.1, Wekiva Parkway AET Toll Facility (429-207). Project 207 has been bid and Post-Design Services (PDS) will be needed (\$55K). In addition, the gantry design will need to be adapted and incorporated into the Wekiva 205 and 206 projects (\$150K).
- WA #17.1, Trailblazer Upgrades (599-616B). The Bid Set submittal should be complete in May, 2015. PDS will be required (\$30K).
- WA #20.1, SR 417 M&R, I-Drive to Moss Park (417-733). Plans are at 100% and will be completed in June 2015. PDS will be required (\$60K).
- WA #22, Airport DMS. Project is currently on-hold pending an agreement with GOAA. Once approved, design will be required and then PDS (\$130K).
- WA #23, Gopher Tortoise Permitting and Relocation (429-202, 429-203). The original relocation estimate for 202 and 203 combined was based on a 15% survey and assumed 86 GTs. The actual amount now based on the 100% 202 survey alone is 200 GTs. Applying the same ratio to 203, the revised estimate for that contract would be 100 GTs. Therefore, the total cost would increase approximately \$325K.

The total SA amount would be approximately \$750K. Each SA would be reviewed independently prior to approval. Should you have questions or need additional information, please call me at 407-806-4178.

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000817

21 AUG '14 AM 11:51

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of August, 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and WBQ Design and Engineering, Inc., hereinafter called the "Consultant"

WITNESSETH

WHEREAS, the Authority and the Consultant entered into a Contract Agreement (the "Original Agreement") dated November 11, 2011, with a Notice to Proceed date of December 8, 2011, whereby the Authority retained the Consultant to perform miscellaneous design consultant services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to a first renewal of said Original Agreement beginning the 8th day of December, 2014 and ending the 7th day of December, 2015, at the cost of \$750,000.00 which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending December 7, 2014, the Consultant shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending December 7, 2014.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

WBQ DESIGN AND ENGINEERING, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:


Authorized Signature

BY:


Director of Procurement

Jennifer R. Quilley
Print Name

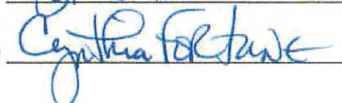
Title:

V.P.


Witness (1)



Witness (2)



LEGAL APPROVAL:
AS TO FORM


General Counsel for the Authority

RECEIVED
CONTRACTS DEPT

0.925 8/25/14
SIGNATURE / DATE

— CENTRAL FLORIDA EXPRESSWAY AUTHORITY —

August 25, 2014

Mr. Derek Burke, P.E.
WBQ Design and Engineering, Inc.
201 North Magnolia Avenue, Suite 200
Orlando, Florida 32801

Re: Miscellaneous Design Consultant Services
Renewal Agreement for Contract No. 000817

Dear Mr. Burke:

Enclosed for your file is one (1) fully executed copy of the referenced renewal agreement. If you have any questions you can contact me at 407-690-5371.

Sincerely,

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Claude Miller
Director of Procurement

Attachment

cc: G. Pressimone, CFX

Travelers & Expressways	Corporate Information	Doing Business With Us	SEARCH
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8. Approval of Settlement with Mary L. Halsey and Donald G. Halsey for acquisition of Parcel 134 (Parts A, B and C), Wekiva Parkway Project 429-202 (Settlement amount: \$238,846)
9. Approval of Settlement with Thomas Ward Klinker for acquisition of Parcel 132 (Parts A, B & C), Wekiva Parkway Project 429-202 (Settlement amount: \$207,500)
10. Approval to execute and record Quit-Claim Deed and Easements between CFX, Orange County and FDOT related to joint use pond at Lake Underhill and Goldenrod Roads (No cost to CFX other than nominal recording fees not to exceed \$300)
11. Approval of Agreement for Appraisal Services with Urban Economics Incorporated for consulting services related to railroad property valuation for the Wekiva Parkway Projects 429-204, 429-205 and 429-206 (Agreement amount: Not-to-exceed \$100,000)
12. Approval of Addendum to Agreement for Appraisal Services with Bullard, Hall & Adams for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (Addendum amount: \$150,000)
13. Approval of Addendum to Agreement for Appraisal Services with Durrance & Associates, P.A. for Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (Addendum amount: \$150,000)
14. Approval of Increase in Contract Amount with Lowndes, Drosdick, Kantor & Reed, P.A. for acquisition of Parcel Nos. 197, 230, 257 & 267, Wekiva Parkway, Project 429-203 (Contract Increase of \$100,000)
15. Approval of Second Amendment to Contract for Sale and Purchase of Rail Line Easements between All Aboard Florida and Central Florida Expressway Authority
16. Approval of Second Amendment to Contract of Sale and Purchase between Suburban Land Reserve, Inc., Farmland Reserve, Inc. and Central Florida Expressway Authority
17. Approval of Drainage Easement Agreement between Greeneway Park DRI, LLC and Central Florida Expressway Authority

ENGINEERING

18. Approval of contract renewal with The Balmoral Group, LLC for Misc. Design Consultant Services - Contract No. 000819 (Contract amount: Not-to-exceed \$750,000)
19. Approval of contract renewal with WBQ Design and Engineering, Inc. for Misc. Design Consultant Services - Contract No. 000817 (Contract amount: Not-to-exceed \$750,000)
20. Approval of Supplemental Agreement No. 3A with Reynolds, Smith & Hills, Inc. for post design services - Project 417-304 (Agreement amount: \$96,882.01)
21. Approval of Supplemental Agreement No. 9 with Dewberry/Bowyer Singleton for post design services on S.R. 528 Airport Mainline Plaza Demolition and Ramp Plaza Construction - Project 528-405 (Agreement amount: Not-to-exceed \$405,453)

Supplementals Post

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Contract: 000817 - MISCELLANEOUS DESIGN CONSULTANT SEI **Contract total:** 3,750,000.00**Contractor:** 00448 - WBQ DESIGN & ENGINEERING, INC.

<u>Doc #</u>	<u>Doc Date</u>	<u>New End Date</u>	<u>Amount</u>	<u>New Contract Total</u>	<u>Create CO</u>
3679	08/28/2014	12/07/2015	750,000.00	3,750,000.00	No

Description: RENEWAL NO. 1

AGREEMENT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
WBQ DESIGN & ENGINEERING, INC.**

**MISCELLANEOUS DESIGN CONSULTANT SERVICES
CONTRACT NO. 000817**

**CONTRACT DATE: NOVEMBER 8, 2011
CONTRACT AMOUNT: \$2,500,000.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**AGREEMENT, SCOPE OF SERVICES, METHOD
OF COMPENSATION, DETAILS OF COSTS AND
FEES, AND PROJECT ORGANIZATIONAL CHART**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS
OF COSTS AND FEES, AND PROJECT ORGANIZATIONAL CHART**

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT NO. 000817

NOVEMBER 2011

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

**Walter A. Ketcham, Jr., Chairman
Tanya J. Wilder, Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
R. Scott Batterson, P.E., Member**

**Executive Director
Michael Snyder, P.E.**

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>
	Agreement
A	Exhibit "A", Scope of Services
B	Exhibit "B", Method of Compensation
C	Exhibit "C", Details of Cost and Fees
D	Exhibit "D", Project Organization Chart

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AGREEMENT FOR MISCELLANEOUS DESIGN CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into this 8th day of November, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and WBQ DESIGN & ENGINEERING, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 201 North Magnolia Avenue, Suite 200, Orlando, Florida 32801.

That the AUTHORITY did determine that the CONSULTANT is fully qualified to render the services contracted.

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish certain miscellaneous design consultant services identified as Contract No. 000817.

2.0 The CONSULTANT and the AUTHORITY mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

Reference herein to this Agreement shall be considered to include any Supplemental Agreement thereto.

Reference herein to Director shall mean the AUTHORITY's Executive Director.

Reference herein to the Project Manager shall mean the AUTHORITY's Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of the AUTHORITY. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". Renewal of this Agreement for up to two one (1) year renewal periods may be exercised by the AUTHORITY at its sole discretion. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in Exhibit "A", or as may be modified by subsequent Supplemental Agreement.

4.0 PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to the AUTHORITY and at intervals established by the AUTHORITY.

The AUTHORITY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the AUTHORITY, or of other agencies interested in the project on behalf of the AUTHORITY. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of the AUTHORITY as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, the AUTHORITY may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to the AUTHORITY which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The AUTHORITY will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled completion date for an assigned project is reached and the CONSULTANT has not requested, or if the AUTHORITY has denied, an extension of the

completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the AUTHORITY.

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to the AUTHORITY, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of the AUTHORITY. It is understood and agreed that the AUTHORITY will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Dyer, Riddle, Mills & Precourt, Inc.
Nadic Engineering Services, Inc.
AVCON, Inc.
Bobes Associates Consulting Engineers, Inc.

Atkins North America, Inc.
Geodata Consultants, Inc.
C.T. Hsu & Associates, Inc.
Aspireon, Inc.

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes the design of and preparation of plans and specifications for a variety of projects including, but not necessarily limited to, roadway and bridge construction, signing, roadway lighting, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After the AUTHORITY's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to the AUTHORITY, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to Exhibit "A" for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by the AUTHORITY of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$2,500,000.00 for the initial three-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for AUTHORITY costs resulting from errors or deficiencies in designs furnished under this Agreement. The AUTHORITY may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's best interest.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to the AUTHORITY at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the AUTHORITY upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by the AUTHORITY for a proper audit of project costs.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of the AUTHORITY without restriction or limitation on their use on this project; and shall be made available, upon request, to the AUTHORITY at any time. The AUTHORITY will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 341 North Maitland Avenue, Suite 100, Maitland, Florida 32751.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by the AUTHORITY and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be ground for immediate unilateral cancellation of this Agreement by the AUTHORITY.

9.0 COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

11.0 TERMINATION

The AUTHORITY may terminate this Agreement in whole or in part at any time the interest of the AUTHORITY requires such termination.

If the AUTHORITY determines that the performance of the CONSULTANT is not satisfactory, the AUTHORITY shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If the AUTHORITY requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, the AUTHORITY shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If the AUTHORITY abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated on the basis of the percentage completion ratio of the fixed fee shown in attached Exhibit "B", plus actual costs as determined in Exhibit "B". In determining the percentage of work completed, the

AUTHORITY shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty.

It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 11.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do business with the AUTHORITY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by the AUTHORITY's Project Manager.

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of

the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Director whose decision shall be final.

In the event that the CONSULTANT and the AUTHORITY are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by the AUTHORITY, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by the AUTHORITY to be reasonable. In such event, the CONSULTANT will have the right to file a claim with the AUTHORITY for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

13.0 CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify the AUTHORITY and request clarification of the AUTHORITY's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless the AUTHORITY and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the AUTHORITY or any of its officers, agents or employees during the performance of the Agreement.

When the AUTHORITY receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, the AUTHORITY will immediately forward the claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the claim and report their findings to each other within seven working days. The AUTHORITY and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, the AUTHORITY will determine whether to require the participation of the CONSULTANT in the defense of the claim or to require that the CONSULTANT defend the AUTHORITY in such claim as described in this section. The

AUTHORITY's failure to notify the CONSULTANT of a claim within seven days will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by the AUTHORITY to the CONSULTANT of the claim. The AUTHORITY and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established.

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the AUTHORITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend the AUTHORITY against any claim, suit or proceeding brought against the AUTHORITY which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against the AUTHORITY.

15.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and

agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, the AUTHORITY shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

16.0 INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from the AUTHORITY, the CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the AUTHORITY. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

16.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to the AUTHORITY) or the general aggregate limit shall be twice the required occurrence limit. The AUTHORITY shall be listed as an additional insured. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

16.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

16.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the AUTHORITY for all work performed by the CONSULTANT, its employees, agents and subconsultants.

16.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of the AUTHORITY for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide the AUTHORITY with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to the AUTHORITY. The AUTHORITY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective

date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the AUTHORITY and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-:VII. If requested by the AUTHORITY, the AUTHORITY shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

Any deductible or self-insured retention must be declared to and approved by the AUTHORITY. At the option of AUTHORITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests the AUTHORITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by the AUTHORITY.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the AUTHORITY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 hereof, such data or information is the property of the AUTHORITY.

Regarding the use of logos, printed documents and presentations produced for the AUTHORITY shall not contain the name of logo of the CONSULTANT unless approved by the AUTHORITY's Manager of Public Relations and Communications or his/her designee. If a copy of the AUTHORITY logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. If a color logo is used, the logo shall confirm to the proper PMS colors of 2602 purple and 166 orange. If a black and white logo is utilized, the logo shall be properly screened to insure all layers of the logo are visible. The logo shall always have a white background that extends beyond the logo border. The proper presentation of the AUTHORITY logo is of utmost importance to the AUTHORITY. Any questions regarding the use of the AUTHORITY logo shall be directed to the Manager of Public Relations and Communications or his/her designee.

18.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under

this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read the AUTHORITY's Code of Ethics and to the extent applicable to the CONSULTANT agrees to abide with such policy.

19.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for the AUTHORITY under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold the AUTHORITY harmless for any violations of the same. Furthermore, if the AUTHORITY determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, the AUTHORITY may immediately and unilaterally terminate this Agreement for cause.

20.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Director for resolution. During the term of this Agreement. The CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of the AUTHORITY as either a prime or subconsultant where the

CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

21.0 SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

22.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of the Agreement shall be in Orange County, Florida.

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on August 24, 2011.

WBQ DESIGN & ENGINEERING, INC.

BY: [Signature]
Authorized Signature

Title: PRESIDENT

ATTEST: [Signature] (Seal)
Secretary or Notary

**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

BY: [Signature]
Director of Procurement

Print Name: Claude Miller



Approved as to form and execution, only.

General Counsel for the AUTHORITY

[Signature]

EXHIBIT “A”

Exhibit A

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT 000817 (SSBE)

IN ORANGE COUNTY, FLORIDA

OCTOBER, 2011

Exhibit A

SCOPE OF SERVICES

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1.0 GENERAL

1.01 Location

- A. Projects (and project locations) to be identified on an individual basis per each task authorizations.

1.02 Description

The work to be performed under this contract includes the final design and preparation of construction drawings and specifications for miscellaneous design projects on the Expressway Authority's system. Potential scope elements may include, but are not limited to the following: minor highway design, major highway design, miscellaneous structures, minor bridge design, traffic engineering studies, traffic signal timing, intelligent transportation systems analysis and design, signing, pavement marking and channelization, lighting, signalization, control surveying, soil exploration, geotechnical classification lab testing, standard foundation studies, architecture and landscape architecture. All work on this contract will be requested and approved by means of individual task authorizations.

1.03 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with final engineering and final construction drawings and documents for the miscellaneous design services contract. It should be noted that this Exhibit covers a full range of possible scope elements that may arise as part of this contract. This Exhibit is provided as a guide to be used by the CONSULTANT in preparation of individual task authorizations as requested by the Authority. It is further understood that elements of this Exhibit may not be applicable to all task authorizations approved under this contract.
- B. As necessary, the Consultant shall perform those engineering services required for final roadway plans, final bridge plans, and the preparation of a complete environmental resource application including 100% storm water management, final lighting plans, final traffic control plans, final utility, final fiber optic network relocation plans and final signing and pavement marking plans
- C. The Authority's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless

otherwise expressly stated as the responsibility of others.

1.04 Organization

- A. The Authority's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of the Authority and the Consultant.

1.05 Term of Agreement for Miscellaneous Design Services

- A. The term of the Agreement shall be for three (3) years from the notice to proceed. The Agreement is further eligible for two (2), one (1) year renewals following the initial three (3) year period.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, the Authority's Design Practices and Standard Notes and the Authority's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2010 edition, and updates, shall be used for this project.
 2. The FDOT Design Standards (Index Drawings), latest edition and subsequent interim indexes and updates, shall be used for this project.
 3. The FDOT Plans Preparation Manual, latest edition, shall be used for this project.
 4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2001 edition, shall be used for this project.
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.01 General

Design of the projects will be guided by the basic design criteria listed below.

- A. The design criteria listed in this section and Project Design Directives, provided by the Authority during the course of the project, may supplement the Project Design Guidelines.
- B. As necessary, along with the 30% design review submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by the Authority, the Consultant shall use the most restrictive or conservative criteria applicable.

3.02 Geometry

The following criteria are to be incorporated into the design.:

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAIN LANES	RAMPS	
<u>Design Speed, MPH</u>	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Direct Connection)	30 Local 45 Urban 50 Rural
<u>Horizontal Alignment</u>			
a. Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Direct Connection	20°
b. Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
c. Lane Drop Tapers	70:1	50:1 25:1 Toll Plazas	
d. Transitions	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
<u>Vertical Alignment</u>			
a. Max. Grade	3%	5% to 7% (30 mph) 4% to 6% (40 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector Rural
b. Vertical Curvature (K) (K=Len./%grade change)			
Crest	506 FDOT 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 FDOT 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
c. Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
<u>Cross Sections</u>			
a. Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
b. Shoulder width, ft.			
Right	<u>4-Lane</u> 12 (10 paved)	<u>Single Lane</u> 6 (4 paved)	8 (4*paved)
Left	8 (4 paved)	6 (2 paved)	8 (2 paved)
			• min. 5' paved

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAIN LANES	RAMPS	
			FDOT
Right	<u>6-Lane</u> 12 (10 paved)	<u>Dual Lane</u> 10* (8* paved)	
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
<u>Bridges, ft.</u>	<u>4-Lane</u>	<u>Single-Lane</u>	
Right	10	6	
Left	6	6	
	<u>6-Lane</u>	<u>Dual Lane</u>	
Right	10	10	
Left	10	6	
c. Cross Slopes			
1. Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
2. Left Shoulder	5%	5%	5%
3. Right Shoulder	6%	6%	6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	64 (typical) 26 w/concrete barrier (min)	N/A	22,40
<u>Horizontal Clearance</u>	PPM 1-2.11	PPM 1-2.11	PPM 1-2.11
<u>Vertical Clearance, ft.</u>			
a. Over Roadway*	16.5	16.5	16.5
b. Overhead Signs	17.5	17.5	17.5
c. Over Railroad	23.5	23.5	N/A

Ramp Operations

- Two thousand (2,000) ft. between entrance and exit terminals – full freeways
- Six hundred (600) ft. between exit and entrance terminals
- Single Lane Entrance Ramp Parallel
- Exit Ramp Taper of 550 ft. (3° – divergence)

Right of Way

- Ten (10) ft. from back of walls or limit of construction.
- Two (2) ft. from back of sidewalk on frontage roads.
- Drainage and construction easements as required
- Limited access right-of-way limits per Index 450
- Right of way limits for ramps is based upon limit of construction plus 10 feet.

3.03 Bridge and Other Structures

- A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures Design Guidelines (Manual), FDOT Structures Detailing Manual, FDOT Plans Preparation Manual, FDOT Standard Drawings, FDOT Indices, etc., except as otherwise directed by the Authority.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services. As this is a miscellaneous design services contract, it is understood that not all of the work outlined in this Section is applicable to every project task authorization.

4.01 Design Features

- A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application (as necessary).
- B. Major elements of the work include the following:

The work to be performed under this contract includes the final design and preparation of construction drawings and specifications for miscellaneous design projects on the Expressway Authority's system. Potential scope elements may include, but are not limited to the following: minor highway design, major highway design, miscellaneous structures, minor bridge design, traffic engineering studies, traffic signal timing, intelligent transportation systems analysis and design, signing, pavement marking and channelization, lighting, signalization, control surveying, soil exploration, geotechnical classification lab testing, standard foundation studies, architecture and landscape architecture. All work on this contract will be requested and approved by means of individual task authorizations.

4.02 Governmental Agencies

- A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies include, but are not necessarily limited to City of Orlando, Orange County, FDOT, Florida's Turnpike Enterprise, City of Apopka etc..

4.03 Surveys and Mapping

- A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by the Authority and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on the Authority's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

B. Alignment

1. Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-foot intervals along alignment.
2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.
3. Station all alignments at 100' intervals.
4. Meet with Authority's Project Manager to discuss methods for determining alignments prior to staking.

C. Reference Points

1. Set at all alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits.
2. Show obstructions where alternate references are set.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals, along all alignments, using stable points.

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
2. The Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 100'.
3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

Perform a drainage survey including pipe type, location, size and flow line elevations as needed for design.

G. Underground Utilities

Locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. Provide soft excavation verifications as needed to verify location and at utility conflict areas.

H. Side Street Surveys

Perform topographic and utility surveys of side streets as needed for engineering design.

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting.

K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. No new right-of-way is anticipated.

M. Prior to construction, the Consultant shall re-flag and reset alignment control points, references and benchmarks and meet with the construction contractor to review these points

4.04 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of the Authority.

- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to Authority requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on the Authority system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to the Authority's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to the Authority for location approval.

4.05 Contamination Impact Analysis

- A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of the Authority.
- B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).
- C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.06 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for mainline and ramps.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.07 Governmental Agency and Public Meetings

- A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as the Authority may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of the Authority, its Chairman or staff.
- B. The Consultant shall assist the Authority in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. The Authority will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable.

4.08 Environmental Permits

- A. The Authority's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to the Authority. (The Authority will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
1. Attend the pre-application meetings and site visits with the Authority and regulatory agencies.
 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
 6. Assist the Authority in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
 7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
 8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
 9. Provide all permit application material in .pdf format and 7 hard copies.
 10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.

11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.09 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by the Authority.
3. Where utility conflicts occur which require utility relocation agreements between the affected utility and Authority, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise the Authority seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by the Authority's Project Manager. After approval of the agreement by the utility and Authority, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

6. The Consultant shall obtain utility work schedules from the utility companies.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.10 Roadway Design

- A. Generally, a Typical Section Package will not be prepared. Rather, typical sections will be prepared as part of the 30% submittal and submitted to the Authority for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. As necessary, the Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 1. Cover sheet (key sheet)
 2. Summary of Pay Items
 3. General notes
 4. Summary Quantities sheets
 5. Project Layout
 6. Typical roadway sections
 7. Plans and profiles (plans at 1"=50' scale)
 8. Interchange plans, profiles, alignment and plan index sheets
 9. Interchange layout plans
 10. Intersection plans and profiles or spot elevations

11. Interchange curve and coordinate data sheets
12. Ramp Terminal Details
13. Crossroad plans and profiles (1"= 50' scale)
14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
15. Earthwork quantities
16. Traffic Control Sheets
17. Utility Adjustment Sheets
18. Details
19. Special provisions
20. Special specifications

4.11 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include Type III vs Type IV beams, slope walls vs vertical retaining walls, and concrete vs steel H-piles.
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 1. Complete Bridge designs will be provided for all bridges.
 2. Retaining walls
 3. Box Culverts
 4. Slope protection
 5. Approach slabs
 6. Details
 7. Summary quantity tables

8. Special provisions and specifications
9. Stage construction-sequencing details (if applicable).
10. Sign\Signal structures.
11. Sound walls.
12. The Consultant shall perform Load Rating Analysis per FDOT criteria for any box culverts and bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

4.12 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Perform all drainage design in accordance with the approved criteria from Section 3.01C.
2. Finalize the pond design at the 30% submittal.
3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
4. Notify the Authority's Project Manager immediately if any deviation from approved design criteria is anticipated.
5. Provide drainage/contour maps used in the development of the drainage design to the Authority for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.

- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
 - 1. Connector pipes
 - 2. Drainage structure details
 - 3. Storm drain and culvert profiles and/or drainage cross-sections
 - 4. Lateral ditches/channels
 - 5. Outfall ditches/channels
 - 6. Retention/detention ponds/exfiltration system

4.13 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and Authority design criteria. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. The Authority will provide a cut sheet for the type of lighting fixtures to be used for this project.

4.14 Traffic Engineering

- A. Traffic Data will be furnished by the Authority.
- B. Maintenance of Traffic Plans
 - 1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
 - 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations determined by the Authority and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.15 Signing Plans

- A. The Consultant shall prepare designs and contract documents for final signing plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. The Authority will provide conceptual signing plans for the project.
- C. The Authority will provide preliminary aesthetic input for the architectural modification of standard FDOT details for sign structures.
- D. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

4.16 Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final pavement marking plans, including striping, crosswalks, intersection details, reflective pavement markers and traffic delineators.
- B. The pavement marking design will be shown on the same plan sheets as the signing design.

4.17 Right-of-Way Surveys

- A. No additional right-of-way is anticipated as part of this contract. Should right-of-way surveys become necessary, a Supplemental Agreement will be made to address the scope required for the services.

4.18 Cost Estimates

- A. The Consultant shall prepare and submit to the Authority construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.19 Special Provisions and Specifications

- A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by the Authority's Technical Specifications.

4.20 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.
2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including the Authority's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)
 - j. Fiber count per conduit
 - k. Communications interconnect
 - l. Connectivity with the FON backbone conduits
 - m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure
 - n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables
 - o. Controller cabinet, CCTV pole, and foundation details

- p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet.
 - q. Grounding
 - r. Table of quantities
 - s. Special notes
 - t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
 - u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
 - v. No relocation of existing CCTV sites are anticipated under this contract nor or any new CCTV sites anticipated as part of the proposed improvements.
 - w. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
 - x. No relocation of existing DMS sites are anticipated under this contract nor or any new DMS sites anticipated as part of the proposed improvements.
 - y. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current Authority ITS equipment standards.
3. The Consultant shall take the following information into consideration when developing the site construction plans:
- a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future Authority projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. Authority enhanced grounding standards for ITS devices, Authority

transient voltage surge suppression (TVSS) standards for ITS devices, etc.)

- i. Leased conduits in the Authority FON duct bank that are occupied by the fiber optic cable of other agencies or entities.

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.
2. Splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
3. The Consultant shall provide cable routing diagrams and fiber allocation charts in the Authority's standard format to document the functional connectivity between fiber optic conduit and all splices.

C. Maintenance Of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary to complete its design.
2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.
3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of the Authority.

Quantities And General Notes

4. Standard notes shall be included to provide direction to the contractor and provide pay item descriptions as necessary.
- E. Standard Authority specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.21 Toll Plazas

- A. This contract may include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

4.22 Post-Design Services (as necessary)

- A. Services shall begin after authorization by the Authority. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
- B. The Consultant shall support the post design process as follows:
 - a. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - b. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - c. Attend pre-award meeting with construction contractor, the Authority, and the Authority's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with the Authority's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by the Authority. It is intended to provide the opportunity of the design team to observe whether the work is being performed

in general conformance with the project plans. Written memos of all such field trips shall be submitted to the Authority within five working days of the trip.

- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant shall attend partnering meetings as requested by the Authority's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by the Authority's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. The Authority shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY THE AUTHORITY OR ITS DESIGNEE

5.01 Record Documents

- A. The Authority will provide the Consultant, within ten working days of a written request, the following items:
 - 1. Available record drawings of existing conditions
 - 2. Available right-of-way plans of existing conditions
 - 3. Current list available to the Authority of owners of all affected properties within the section.
 - 4. Sample plans to be used as guidelines for format, organization and content.
 - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 - 6. Contract unit prices from latest Authority construction projects.

5.02 Traffic Data

- A. The Authority will provide the following design traffic data:
 - 1. Current and design year ADT
 - 2. Current and design year peak hour volumes
 - 3. Turning movements at each intersection/interchange
 - 4. K, D and T factors
 - 5. Design speed - See Section 3.02, Geometry.
 - 6. AVI Percentages

5.03 Other

- A. Utility designates for the FON and roadway lighting within OOCEA right of-way.

6.0 WORK PERFORMED BY THE AUTHORITY OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

- A. If necessary, the Authority, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. The Authority will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.02 Utility Agreements

- A. The Authority will help coordinate and support the Consultant's acquisition of information required for utility agreements.

6.03 Public Involvement

- A. The Authority will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by the Authority. The Authority will be responsible for mailings and advertisements for the public meetings.

6.04 Contracts and Specifications Services

- A. The Authority will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.05 Post-Design Services

- A. The Authority will be the principal initial contact for post-design questions and answer questions on a limited scope.

6.06 Environmental Permits

- A. The Authority will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.
- B. The Authority will stake wetland lines and coordinate agency site visits. The Authority will also prepare the wetland and wildlife analysis and documentation for the permits.

6.07 Conceptual Specialty Design

- A. The Authority will provide a conceptual major guide signing plan as necessary.
- B. The Authority will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

As this is a miscellaneous design services contract, it is understood that not all of the work outlined in this Section is applicable to every project task authorization.

7.01 Orlando-Orange County Expressway Authority

- A. The Authority's Project Manager will administer the Consultant services detailed in this scope.
- B. All contractual payments and changes shall be reviewed and approved by the Authority's Project Manager.

7.02 Authority's Project Manager

The Authority's Project Manager will:

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.
- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for the Authority to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.
- I. Provide a focal point contact for all questions, requests, and submittals.

- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.03 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by Authority for conformity with the Authority procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by the Authority does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:
 - 1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to the Authority.
 - 2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
 - 3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
 - 4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.04 Project Control

- A. The Consultant shall provide data for the Authority's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
 - 1. Determine and highlight critical path work from initial plans as work progresses.
 - 2. Identify progress against schedule for each identified work item.
 - 3. Forecast completion dates from current progress.
 - 4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
6. Forecast future conflicts in any area.

7.05 Work Progress

- A. The Consultant shall meet with the Authority's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by the Authority. Two working days prior to each progress meeting, the Consultant shall provide the Authority's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to the Authority's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.06 Schedule

- A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by the Authority.

7.07 Project Related Correspondence

- A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to the Authority for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.08 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked.

7.09 Consultant Personnel

- A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by the Authority.

7.10 Site Visit

- A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. Authority representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to the Authority a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

- A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to the Authority. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and the Authority.

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to the Authority for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to the Authority.

- C. Three copies of the design notes and computations shall be submitted to Authority with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any Authority comments shall be resubmitted. At the project completion (bid set), a final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
1. Field survey notes and computations.
 2. Design criteria used for the project.
 3. Geometric design calculations for horizontal alignment.
 4. Vertical geometry calculations.
 5. Right-of-way calculations.
 6. Drainage computations.
 7. Structural design calculations.
 8. Geotechnical report.
 9. Hydraulics Report for each bridged stream crossing.
 10. Earthwork calculations not included in the quantity computation booklet.
 11. Calculations showing cost comparisons of various alternatives considered.
 12. Calculations of quantities.
 13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
 14. Lighting and voltage drop calculations.

15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by the Authority shall continue through the project development process
- B. Formal submittals for review shall be made to the Authority when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering (Memorandum) (8 sets required)
 2. 30% Roadway Plans (20 sets and 1 .PDF CD/DVD required)
 3. 30% Bridge and Structural Plans (20 sets and 1 .PDF CD/DVD required)
 4. 60% Roadway and specifications, Geotechnical Report (20, 20, and 8 sets and 1 .PDF CD/DVD required)
 5. 60% Bridge Plans required only on Category 2 bridges.
 6. 90% Bridge and Structural Plans (20 sets and 1 .PDF CD/DVD required)
 7. 90% Roadway and specifications (20 and 20 sets and 1 .PDF CD/DVD required)
 8. 100% Roadway, Bridge and specifications, Geotechnical Report (20, 20, 20 and 8 sets and 1 .PDF CD/DVD required))
 9. Pre-Bid Plans (8 sets and 1 .PDF CD/DVD required) (1 set signed and sealed reports)
 10. Bid Set (1 set signed and sealed plans) (1 .PDF of all plans, CADD files of all plans)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.

- D. Preparation and distribution of roadway and ROW plans to other than the Authority will not be made until approved by the Authority.
- E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by the Authority.
- F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to the Authority giving:
 - 1. The reason for the delay.
 - 2. The design components impacted.
 - 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
 - 1. Key Map Prepared
 - a) Location map shown complete with destinations, ranges and townships.
 - b) Beginning and ending stations shown.
 - c) Any equations on project shown.
 - d) Project numbers and title shown.
 - e) Index shown.
 - 2. Drainage Map Prepared
 - a) Existing culvert sizes and elevations.

- b) Horizontal alignment shown.
- c) Drainage areas and flow arrows shown.
- d) High water information shown.
- e) Beginning and end stations shown along with any equations on project.
- f) Interchange supplemental maps prepared.

3. Typical Section Sheets

- a) Ramp typical sections developed.
- b) Pavement structure shown.
- c) Special details developed.
- d) General notes shown.

4. Plan and Profile Sheets

- a) Centerline plotted.
- b) Reference points and bench marks shown.
- c) Existing topography.
- d) Base line of surveys, curve data, bearings, etc. shown.
- e) Beginning and end stations (project and construction).
- f) Geometric dimensions.
- g) Proposed and existing limited access right-of-way lines.
- h) Existing ground line.
- i) Proposed profile grade.
- j) Type, size and horizontal location of existing utilities.

- k) Drainage structures and numbers are shown
 - l) Drainage ponds are shown.
- 5. Cross Sections
 - a) Existing ground line.
 - b) Preliminary templates at critical locations (not to exceed 500 feet).
 - c) Existing utilities shown.
- 6. Interchange Layout and Ramp Profiles
 - a) Geometric dimensions.
 - b) Proposed profile grades.
- 7. Right-of-Way Control Survey
- 8. Signing and Pavement Markings
 - a) Striping layout.
 - b) Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 30 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements. Preliminary geotechnical results and recommendations should also be included with this submittal.

7.16 60% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:

1. Key Map
 - a) Project description and number shown.
 - b) Equations, exceptions and bridge stations shown.
 - c) North arrow and scale included.
 - d) Consultant and Authority sign-off included.
 - e) Contract set index complete.
 - f) Index of sheets updated.
2. Drainage Maps
 - a) Flood data shown.
 - b) Cross drains and storm sewer shown.
 - c) Bridges shown with beginning and ending stations.
 - d) Interchange supplemental sheets updated.
3. Typical Section Sheets
 - a) All required typical sections are included.
 - b) Limited access right-of-way lines are shown.
 - c) Design speed and traffic are shown.
 - d) Special details have been completed.
 - e) Station limits of each typical section are shown.
4. Plan and Profile Sheets
 - a) Match lines shown.
 - b) Limited access right-of-way lines shown.

- c) Stations and offset shown for all fence corners and angles.
 - d) All work shown should be within right-of-way or proposed easement.
 - e) Drainage structures and numbers are shown.
 - f) Drainage ponds shown.
 - g) Curve data and superelevation included.
 - h) Pavement edges, shoulders and dimensions shown.
 - i) Project and construction limits shown.
 - j) Bridges shown with beginning and ending stations.
 - k) General Notes.
5. Drainage Structures
- a) Drainage structures plotted and numbered.
 - b) Station location and offsets identified.
6. Cross Sections
- a) Templates are shown at all stations.
 - b) Limited access right-of-way lines are shown.
 - c) Cross section pattern sheet included.
 - d) Miscellaneous notes included.
 - e) Boring profiles.
7. Interchange Layouts, Ramp Profiles and Intersection Details
- a) Geometric data shown.
 - b) Profiles finalized.

- c) Coordinate data shown.
- d) Limited access right-of-way lines shown.
- e) Curve data shown.
- f) Bearings and bridges shown.
- g) Cross roads, frontage roads, and access roads shown.
- h) Intersection details shown.

8. Traffic Control Plans

9. Utility Adjustments

10. Signing and Pavement Marking Plans

11. Highway Lighting Plans

12. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.

7.18 90% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

1. Key Map

- a) Length of Project with exceptions shown.
- b) Index of sheets updated.

2. Drainage Maps

- a) Drainage divides, areas and flow arrows shown.

- b) Elevation datum and design high water information shown.
 - c) Disclaimer and other appropriate notes added.
- 3. Typical Section Sheets
- 4. Plan and Profile Sheets
 - a) Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
 - b) Limits of side road construction.
 - c) Angle and stationing for intersections.
 - d) Treatment for non-standard superelevation transitions diagramed.
 - e) General notes shown.
 - f) Special ditches profiled.
- 5. Drainage Structures
 - a) Existing structures requiring modifications are shown.
 - b) Existing and proposed utilities are shown.
- 6. Soil Borings
 - a) Soils data and estimated high seasonal groundwater table shown.
- 7. Cross Section Sheets
 - a) Scale and special ditch grades shown.
 - b) Utilities plotted.
 - c) Sub-excavation shown.
 - d) Volumes computed and shown.
- 8. Utility Relocation Plans

a) Utility relocation plans prepared.

9. Traffic Control Plans

10. Signing and Pavement Marking Plans

11. Highway Lighting Plans

12. Selective Clearing and Grubbing (if required)

7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans

A. At the completion of this phase, the design, plans and special provisions shall be 100 percent complete.

7.20 Schematic Toll Plaza Plans

A. At the completion of this phase, the toll plaza layout should be complete with lane and island configurations shown. The following material shall be developed and submitted for review:

1. Plan view of toll plaza with dimensions showing lane and island widths with column configuration and express lane layout.
2. East and west elevation views of the canopy including concept for overhead structure for express lane ETC equipment.
3. Construction phasing plan
4. Description of improvements required for the administration building to accommodate installation of toll equipment.

7.21 60% Toll Plaza Plans

A. At the completion of this phase, the toll plaza plans should be developed to 60% completion. The following material, as a minimum, shall be developed and submitted for review:

1. Key sheet with sheet index
2. Architectural, structural, mechanical, plumbing and electrical general notes, abbreviations and symbols

3. Plan view
4. Exterior elevations
5. Canopy sections and details
6. Canopy reflected ceiling plan
7. Roof plan and details
8. Canopy framing and foundation plan
9. Concrete pavement plan
10. Express lane overhead structure plan and details
11. Tunnel sections and details
12. Structural sections and details
13. Plumbing plan and diagrams
14. Lighting plan
15. Power plan and diagram
16. Lightning protection plan and details
17. Demolition and construction phasing plan
18. Plans and details for improvements to the administration building (as needed by discipline) to accommodate installation of toll equipment.
19. All calculations and design data to support the design for each discipline.
20. Technical specifications

7.22 90% and 100% Toll plaza plans

- A. At the completion of this phase, the toll plaza plans should be developed to 90% and 100% completion respectively. The material listed with the 60% submittal shall be developed along with additional details required for construction and submitted for review.

- B. The 90% and 100% submittals shall also include the technical specifications and special provisions required for construction
- C. A detailed estimate of construction costs shall be included with the 100% submittal.

7.23 Pre-Bid Plans

7.24 Bid Set

EXHIBIT “B”

Exhibit "B"
METHOD OF COMPENSATION
MISCELLANEOUS DESIGN CONSULTANT SERVICES

1.0 PURPOSE

This Exhibit describes the limits and method of compensation to be made to the Miscellaneous Design Consultant (CONSULTANT) for the services set forth in Exhibit "A", Scope of Services. The services shall be provided over the duration of the work specified in Section 3.00 of the Agreement.

2.0 AMOUNT OF COMPENSATION

- 2.1 The Authority agrees to pay the CONSULTANT for the performance of authorized services described in Exhibit "A" an amount not to exceed \$2,500,000.00 for the initial three (3) year term of the Agreement, such amount hereinafter referred to as the Maximum Limiting Amount. All compensation shall be authorized by means of individual Work Authorizations.
- 2.2 Compensation for services provided under this Contract will be made on a unit price basis per manhour, plus reimbursable expenses and will not exceed the Maximum Limiting Amount unless increased by the Authority. This method of payment is intended to compensate the CONSULTANT for all costs (salaries, overhead, fringe benefits, equipment costs, operational costs, reimbursable expenses and profit) related to the services required.

3.0 ALLOWABLE COSTS

The Authority will reimburse the CONSULTANT for all reasonable allocable and allowable costs. The reasonableness, allocability and allowability of reimbursements sought under the Agreement are expressly made subject to the terms of (1) the Agreement, (2) Federal Acquisition Regulations sub-part 31-2, (3) Office of management and Budget (OMB) Circular A-87 (46FR9548, January 28, 1981) and A-102 (45FR55086, August 18, 1980), and (4) other pertinent federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations and OMB circulars are hereby incorporated in and made a part of the Agreement. Allowable Costs and Fees are defined as follows:

- 3.1 Direct Salaries and Wages: All direct salaries and wages of the CONSULTANT for time expended by personnel in the performance of the work; however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions. The amount for salary related cost is based on unit rates for the CONSULTANT's staff expected to be used to perform the required services. The CONSULTANT, for the term of the Agreement, will not be compensated for salary related costs in excess

of those originally accepted by the Authority unless the Authority authorizes additional staff or costs by Supplemental Agreement.

Direct Salaries and Wages (salary costs) include both straight time payments and all overtime payments made for an employee's services on a project. Straight time costs shall be the hourly rate paid for an employee based on a forty (40) hour workweek. Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour workweek. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs as detailed below:

- 3.1.1 Straight Overtime: The portion of overtime compensation paid for employees at the straight time hourly rate burdened with overhead and fringe benefits.
 - 3.1.2 Premium Overtime: The portion of overtime compensation paid in excess of the straight time hourly rate not burdened with overhead and fringe benefits. Premium overtime is not authorized unless approved in writing by the Authority's Project Manager.
 - 3.1.3 Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT's overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all of the CONSULTANT's clients.
- 3.2 A multiplier of 3.346 shall be applied to all CONSULTANT direct salaries and wages as total compensation for the CONSULTANT's administration overhead and burden costs (indirect charges) and the CONSULTANT's operating margin (profit and risk).
 - 3.3 Expenses: A Lump Sum Amount will be negotiated and paid for miscellaneous and out-of-pocket expenses for each approved Work Authorization. All non-local CONSULTANT travel must be pre-approved by the Authority and will be reimbursed in accordance with Florida State Statute 112.061.
 - 3.4 Subconsultant Costs: Compensation will be based on actual costs of subconsultant expenses directly chargeable to the project and supported by invoices or other documentation acceptable to the Authority. Subconsultant fees, as authorized by the Authority, will be passed through the CONSULTANT at cost. In lieu of administrative mark-up, the CONSULTANT will charge time and reimbursable costs associated with the management administrative charges to oversee and administer subconsultants.

4.0 METHOD OF COMPENSATION

Unless increased, no more than the Maximum Limiting Amount provided for in Section 2.0 above will be paid by the Authority to the CONSULTANT as follows, subject to the provisions of Section 3.0 above:

- 4.1 The CONSULTANT will be reimbursed monthly for services performed for each approved Work Authorization. Payment to the CONSULTANT will be in an amount to cover costs incurred during the preceding month for actual direct salary and wages times a multiplier of 3.346, a portion of Lump Sum Expenses and Subconsultant Costs for actual work performed. The CONSULTANT shall promptly pay all subconsultants their proportionate share of payment received from the Authority.
- 4.2 The CONSULTANT shall earn a portion of its established Lump Sum Expense cost in the amount equal to such Lump Sum equally distributed over the Work Authorization's anticipated duration. Any balance due the CONSULTANT upon completion of a Work Authorization shall be paid in the final invoice.
- 4.3 The CONSULTANT shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by the Authority. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Agreement. Invoices shall include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.
- 4.4 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority. Any and all such payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed.

5.0 PROJECT CLOSEOUT:

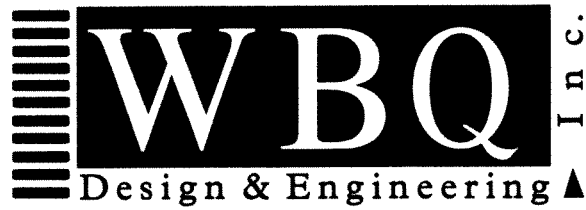
- 5.1 Final Audit: The CONSULTANT shall permit the Authority to perform or have performed an audit of the records of the CONSULTANT and any or all Subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by the Authority because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to the Authority

upon demand. Further, the Authority shall have the right to deduct from any payment due the CONSULTANT under any other contract between the Authority and the CONSULTANT an amount sufficient to satisfy any amount due and owing the Authority by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.

- 5.2 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the CONSULTANT shall either submit a termination invoice for an amount due or refund to the Authority for the overpayment, provided the net difference is not zero.

END OF SECTION

EXHIBIT “C”



OOCEA

Miscellaneous Design Consultant Services (SSBE)

Contract No. 000817

Audit Package

Prepared by:

WBQ Design & Engineering, Inc.

201 N. Magnolia Ave., Suite 200

Orlando, FL 32801

(407)839-4300



Orlando-Orange County Expressway Authority
Miscellaneous Design Consultant Services

21-Sep-11

Contract No. 00817

Certified Wage Rate Form

Subconsultant Name	Overhead Rate	Profit	FCCM	Direct Expenses
WBQ Design & Engineering, Inc.	209.04%	8.26%	\$0.00	Negotiated with each Work authorization
DRMP	194.70%	8.86%	\$0.00	Negotiated with each Work authorization
Atkins	170.22%	10.00%	\$0.00	Negotiated with each Work authorization
Nadic	234.34%	7.36%	\$0.00	Negotiated with each Work authorization
Geodata	168.04%	10.00%	\$0.00	Negotiated with each Work authorization
Avcon	191.93%	8.99%	\$0.00	Negotiated with each Work authorization
CT Hsu	205.42%	8.46%	\$0.00	Negotiated with each Work authorization
Bobes	158.70%	10.00%	\$0.00	Negotiated with each Work authorization
Aspireon	N/A	N/A	\$0.00	Negotiated with each Work authorization

*Profit Percentages were calculated using a maximum of 10% for an Overhead Rate of 172.58% or below.
For overhead rates above 172.58%, a ratio was applied to calculate the allowable profit percentage as follows:
(172.58/Overhead rate) * 10%.

201 N. Magnolia Ave., Suite 200, Orlando, FL 32801

WBQ Design & Engineering, Inc.



2011 Direct Expense Cost Rates

<u>Category</u>	<u>Unit</u>	<u>Unit Rate</u>
In House 30 x 42 plots Black & White	per page	\$9.00
In House 24 x 36 plots Black & White	per page	\$6.00
In House 30 x 42 plots Color	per page	\$30.00
In House 24 x 36 plots Color	per page	\$25.00
8 ½ x 11 prints (black & white)	per page	\$0.12
8 ½ x 11 color prints	per page	\$0.60
11 x 17 prints (black & white)	per page	\$0.24
11 x 17 color prints	per page	\$1.20
Separator Sheets/Special Stock	additional per page	\$0.05
Tab Dividers/Pockets	each	\$1.00
Mileage	per mile	\$0.405
Film/Photo	per photo	At Cost
Overnight Delivery	per delivery	At Cost
Same Day Delivery via courier service	per delivery	At Cost
Display Boards (30 x 42)	per board	\$100.00
Scanning to PDF	per page	\$1.00
Vendor Printing		At Cost
Saving Files to CD	per CD	\$10.00
GBC Binding Up to ½"	each	\$2.00
GBC Binding ½" to 1"	each	\$2.25
GBC Binding 1" to 2"	each	\$2.50
Custom Z-fold and Insert	per page	\$1.00



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

April 28, 2011

Jennifer R. Quigley, Principle
WBQ DESIGN & ENGINEERING, INC.
201 North Magnolia Avenue, Suite 200
Orlando, Florida 32801

Dear Ms. Quigley:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 2- Project Development and Environmental (PD&E) Studies

Group 3- Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 6- Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies

Group 7- Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.3 - Signalization

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection

Your Unlimited Notice of Qualification shall be valid until June 30, 2012 at such time as your December 31, 2011 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium Reimbursed	Direct Expense
Overhead Rate	209.04%	0.051%		2.68% (Home)

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

www.dot.state.fl.us

DRMP, Inc.

Large Format Copying

Type of work performed	Cost	Per
Bond copy	\$0.20	Square Foot
Vellum copy	\$0.45	SF
Mylar copy	\$1.20	SF
Folding	\$0.04	Each
Stamping	\$0.05	Each
Mileage		
Mileage Allowance	\$0.51	Per Mile

Small Format Copying (B&W)

Type of work performed	Cost	Per
Xerox Copy 8 ½ x 11	\$0.07	Each
Xerox Copy 8 ½ x 11 3 Hole Punched	\$0.09	Each
Xerox Copy 8 ½ x 14	\$0.09	Each
Xerox Copy 11 x 17	\$0.14	Each
Copy on Colored Paper 8 ½ x 11	\$0.09	Each
Copy on Colored Paper 8 ½ x 14	\$0.12	Each
Copy on Colored Paper 11 x 17	\$0.16	Each
Copy onto Cardstock 8 ½ x 11	\$0.15	Each
Copy onto Cardstock 8 ½ x 14	\$0.25	Each
Copy onto Cardstock 11 x 17	\$0.25	Each
Separator Sheets/Special Stock	\$0.04	Each
Transparency/Clear Cover	\$1.00	Each
Tab Dividers	\$0.25	Each
Hand Fed Copies	\$0.18	Each
Hole Punch	\$0.10	Each
Folding Xerox Copies	\$0.05	Each
Pockets	\$1.00	Each

Color Copying

Type of work performed	Cost	Per
Color Copy 8 ½ x 11	\$0.35	Each
Color Copy 8 ½ x 14	\$0.45	Each
Color Copy 11 x 17	\$0.70	Each
Preparation of Digital Files	\$10.00	Each

Digital Imaging

Type of work performed	Cost	Per
Black & White Scan Large Format	\$1.00	Each
Color Scan Large Format	\$5.00	Each
Scan up to 11 x 17	\$0.07	Each
Color Plot on Heavy Paper	\$4.45	SF
Color Plot on Glossy Paper	\$6.45	SF
Color Plot on Canvas	\$8.00	SF
Color Plot on Mylar/Film	\$10.00	SF
Saving Files on CD	\$10.00	Each
Creating CD Multiple Copies	\$5.00	Each

Bindery & Finishing

Type of work performed	Cost	Per
GBC Bind up to ½"	2.00	Each
GBC Bind ½" to 1"	2.25	
GBC Bind 1" to 2"	2.50	
Screw Post	\$1.50	Each
Stapling	\$0.07	Each
Lamination 8 ½ x 11	\$1.50	Each
Lamination 8 ½ x 14	\$2.00	Each
Lamination 11 x 17	\$2.50	Each
Spine & Staple	\$1.00	Each



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

September 7, 2011

Lisa Greene, Marketing Manager
DRMP, INC.
941 Lake Baldwin Lane
Orlando, Florida 32814

Dear Ms. Greene:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

- Group 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design
 - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
 - 4.1.1 - Miscellaneous Structures
 - 4.1.2 - Minor Bridge Design
 - 4.2.1 - Major Bridge Design - Concrete
 - 4.2.2 - Major Bridge Design - Steel
- Group 5 - Bridge Inspection
 - 5.1 - Conventional Bridge Inspection
 - 5.3 - Complex Bridge Inspection
 - 5.4 - Bridge Load Rating
- Group 6 - Traffic Engineering and Operations Studies
 - 6.1 - Traffic Engineering Studies
 - 6.2 - Traffic Signal Timing
 - 6.3.1 - Intelligent Transportation Systems Analysis and Design
 - 6.3.2 - Intelligent Transportation Systems Implementation
 - 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.2 - Lighting
 - 7.3 - Signalization

- Group 8 - Survey and Mapping
 - 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.4 - Right of Way Mapping
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
 - 10.5.1 - Major Bridge CEI - Concrete
 - 10.5.2 - Major Bridge CEI - Steel
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
 - 13.3 - Policy Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
 - 13.7 - Transportation Statistics

Your Unlimited Notice of Qualification shall be valid until March 31, 2012 at such time as your September 30, 2011 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium Reimbursed	Direct Expense
Overhead Rate	194.70%	128.86%	0.868%		5.37%(Home) 23.76%(Field)*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

Atkins

Orlando-Orange County Expressway Authority

Miscellaneous Design Consultant Services

Contract No. 00817

Atkins Direct Expense Form



482 Keller Road
Orlando, FL 32810

Item	Rate	Unit	Note
Courier	\$1.70	Mile	
Mileage	\$0.445	Mile	
Tolls	Posted Rate		
Reprographics			
8.5 X 11 and 8.5 X 14	\$0.04	Ea	<i>Black and White</i>
11" x 17"	\$0.06	Ea	<i>Black and White</i>
Scan to file (PDF) - 8.5 X 11 and 8.5 X 14	\$0.04	Ea	<i>Black and White</i>
Scan to file (PDF) - 11 X 17	\$0.06	Ea	<i>Black and White</i>
8.5 X 11 and 8.5 X 14	\$0.12	Ea	<i>Color</i>
11" x 17"	\$0.18	Ea	<i>Color</i>
Scan to file (PDF) - 8.5 X 11 and 8.5 X 14	\$0.29	Ea	<i>Color</i>
Scan to file (PDF) - 11 X 17	\$0.50	Ea	<i>Color</i>
Color Laser Cover - 8.5 X11	\$1.00	Ea	<i>Cover Stock</i>
Color Laser Cover - 11 X17	\$1.50	Ea	<i>Cover Stock</i>
Color Laser Cover - 8.5 X11	\$0.75	Ea	<i>Gloss Stock</i>
Color Laser Cover - 11 X17	\$1.25	Ea	<i>Gloss Stock</i>
Plotting and Printing	\$0.08	SqFt	<i>Large Format Bond</i>
Plotting and Printing	\$1.00	SqFt	<i>Large Format Vellum</i>
Plotting and Printing	\$0.50	SqFt	<i>Large Format Mylar</i>
Scan to file (PDF) - First 200 sheets	\$0.13	Ea	<i>Large Format</i>
CAD Color Plotting and Printing	\$0.57	SqFt	<i>Bond</i>
Color Graphics - Plotting and Printing	\$1.95	SqFt	<i>Heavy Bond</i>
Color Graphics Quality - Plotting and Printing	\$8.00	SqFt	<i>Matte/Gloss</i>
Drymount on 1/4" Foam Core	\$2.25	SqFt	<i>Foam Board</i>
Drymount on 1/4" Gator	\$3.50	SqFt	<i>Gator Board</i>
Drymount on 1/2" Gator	\$4.25	SqFt	<i>Gator Board</i>
Laminate Standard 3-mil - One Side	\$2.00	SqFt	<i>3mil</i>
Laminate Standard 3-mil - Two Sides	\$3.75	SqFt	<i>3mil</i>
Laminate Standard 5-mil - One Side	\$2.50	SqFt	<i>5mil</i>
Edge Bind Drawing Sets	\$0.50	Ea	<i>Card Board</i>
Acco Binding - 1 to 100 Pages	\$1.25	Ea	
GBC binding - 1 to 100 Pages	\$1.50	Ea	
Plastic Spiral Bind - 1 to 100 Pages	\$1.75	Ea	
Acco Hyde Bind - 1 to 100 Pages	\$2.00	Ea	
Metal-Wire Bind 1 to 100 Pages	\$2.00	Ea	
Screw Post - Each Hole	\$0.25	Ea	
1, 2 or 3 Hole Punch	\$0.01	Ea	
Saddle Stitch - 1 to 100 Books	\$1.50	Ea	
Collating and Stapling Up to 50 Pages - Each Set	\$0.25	Ea	
Copy Tabs	\$0.50	Ea	
Custom Z Fold	\$0.03	Ea	
Inserting	\$25.00	Hour	
GPS Unit	\$75.00	Day	



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**OFFICE OF THE
SECRETARY**

April 4, 2011

Thomas F. Barry, Jr.
Senior Vice President
ATKINS NORTH AMERICA, INC.
482 South Keller Road
Orlando, Florida 32810

Dear Mr. Barry:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 2- Project Development and Environmental (PD&E) Studies

Group 3- Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Complex Highway Design

Group 4- Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel
- 4.2.3 - Major Bridge Design - Segmental

Group 5- Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.3 - Complex Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6- Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- 6.3.4 - Intelligent Transportation Systems Software Development

Group 7- Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 8- Survey and Mapping

- 8.1 - Control Surveying

- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
 - 10.5.1 - Major Bridge CEI - Concrete
 - 10.5.2 - Major Bridge CEI - Steel
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
 - 13.3 - Policy Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
 - 13.7 - Transportation Statistics
- Group 14 - Architect
- Group 15 - Landscape Architect
- Group 20 - Appraisal
- Group 21 - Acquisition, Negotiation, Closing, and Order of Taking.
- Group 24 - Acquisition Relocation Assistance.
- Group 25 - Right of Way Clearing and Leasing.

Your Unlimited Notice of Qualification shall be valid until March 31, 2012 at such time as your September 30, 2011 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium Excluded	Direct Expense
Overhead Rate	170.22%	124.68%	0.849%		12.43%(Home) 15.23%(Field)*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/smr

Nadic Engineering Services

NADIC ENGINEERING SERVICES, INC.
2010/2011 FEE SCHEDULE

I. FIELD EXPLORATION:

1. Crew & Equipment Mobilization:

a. Truck-Mounted Equipment Drill Rig	Ea.	\$450.00
b. Amphibious Rig	Ea.	\$12,000.00
c. Track/Bombadier	Ea.	\$2,400.00
d. Mudbug/ATV	Ea.	\$600.00
e. Barge (Coastal)	Ea.	\$16,000.00
f. Barge (Small)	Ea.	\$12,000.00
g. CPT Rig	Ea.	\$600.00
h. Pavement Coring Equipment	Ea.	\$550.00
i. Tri-Pod	Ea.	\$2,000.00
j. Support Boat	Day	\$100.00
k. Truck-Mounted Equipment Geoprobe Rig	Ea.	\$500.00
l. Field Support Vehicle	Day	\$60.00

2. Standard Penetration Test Borings (ASTM D-1586):

Truck/MB:

a. - 0 to 50 ft. depths	LF	\$12.40
b. - 50 to 100 ft. depths	LF	\$15.00
c. - 100 to 150 ft. depths	LF	\$19.50
d. 150 to 200 ft. depths	LF	\$25.00
e. 200 to 250 ft. depths	LF	\$32.00

B/T/A:

a. - 0 to 50 ft. depths	LF	\$18.00
b. - 50 to 100 ft. depths	LF	\$22.50
c. - 100 to 150 ft. depths	LF	\$28.50
d. 150 to 200 ft. depths	LF	\$36.00
e. 200 to 250 ft. depths	LF	\$45.00

3. Rock Coring - HW Barrel (ASTM D-2113):

Truck/MB:

a. - 0 to 50 ft. depths	LF	\$30.00
b. - 50 to 100 ft. depths	LF	\$35.00
c. - 100 to 150 ft. depths	LF	\$40.00
d. 150 to 200 ft. depths	LF	\$50.00
e. 200 to 250 ft. depths	LF	\$60.00

B/T/A:

a. - 0 to 50 ft. depths	LF	\$45.00
b. - 50 to 100 ft. depths	LF	\$50.00
c. - 100 to 150 ft. depths	LF	\$60.00
d. 150 to 200 ft. depths	LF	\$75.00
e. 200 to 250 ft. depths	LF	\$90.00

4. Grout Boreholes:

`ruck/MB:

a. - 0 to 50 ft. depths	LF	\$5.00
b. - 50 to 100 ft. depths	LF	\$6.00
c. - 100 to 150 ft. depths	LF	\$8.00
d. 150 to 200 ft. depths	LF	\$10.00
e. 200 to 250 ft. depths	LF	\$12.00

B/T/A:

a - 0 to 50 ft. depths	LF	\$7.50
b - 50 to 100 ft. depths	LF	\$9.00
c - 100 to 150 ft. depths	LF	\$12.00
d. 150 to 200 ft. depths	LF	\$15.00
e. 200 to 250 ft. depths	LF	\$18.00

5. Temp Casing 3":

`ruck/MB:

a. - 0 to 50 ft. depths	LF	\$8.00
b. - 50 to 100 ft. depths	LF	\$10.00
c. - 100 to 150 ft. depths	LF	\$11.00
d. 150 to 200 ft. depths	LF	\$12.50
e. 200 to 250 ft. depths	LF	\$15.00

B/T/A:

a. - 0 to 50 ft. depths	LF	\$12.00
b. - 50 to 100 ft. depths	LF	\$15.00
c. - 100 to 150 ft. depths	LF	\$16.50
d. 150 to 200 ft. depths	LF	\$18.75
e. 200 to 250 ft. depths	LF	\$22.50

6. Temp Casing 4":

`ruck/MB:

a. - 0 to 50 ft. depths	LF	\$9.00
b. - 50 to 100 ft. depths	LF	\$11.00
c. - 100 to 150 ft. depths	LF	\$13.00
d. 150 to 200 ft. depths	LF	\$15.00
e. 200 to 250 ft. depths	LF	\$17.00

B/T/A:

a. - 0 to 50 ft. depths	LF	\$13.50
b. - 50 to 100 ft. depths	LF	\$16.50
c. - 100 to 150 ft. depths	LF	\$19.50
d. 150 to 200 ft. depths	LF	\$22.50
e. 200 to 250 ft. depths	LF	\$25.50

6b. Temp Casing 6":

Truck/MB:

a. - 0 to 50 ft. depths	LF	\$13.00
b. - 50 to 100 ft. depths	LF	\$15.00
c. - 100 to 150 ft. depths	LF	\$18.00
d. 150 to 200 ft. depths	LF	\$23.00
e. 200 to 250 ft. depths	LF	\$28.00

B/T/A:

a. - 0 to 50 ft. depths	LF	\$16.50
b. - 50 to 100 ft. depths	LF	\$22.00
c. - 100 to 150 ft. depths	LF	\$26.50
d. 150 to 200 ft. depths	LF	\$29.00
e. 200 to 250 ft. depths	LF	\$36.00

7. CPT Soundings(ASTM D-3441):

Truck/MB:

a. - 0 to 50 ft. depths	LF	\$10.00
b. - 50 to 100 ft. depths	LF	\$11.00
c. - 100 to 150 ft. depths	LF	\$13.00
d. 150 to 200 ft. depths	LF	\$15.00
e. 200 to 250 ft. depths	LF	\$17.00

B/T/A:

a - 0 to 50 ft. depths	LF	\$13.50
b - 50 to 100 ft. depths	LF	\$16.50
c - 100 to 150 ft. depths	LF	\$19.50
d. 150 to 200 ft. depths	LF	\$22.50
e. 200 to 250 ft. depths	LF	\$25.50

8. Auger Borings(ASTM D-1452):

Hand/Truck	LF	\$10.00
Track	LF	\$15.00

9. Truck/MB and Crew:	2 person crew	Hr	\$150.00
	3 person crew	Hr	\$250.00

10. B/T/A and Crew:	2 per crew	Hr	\$225.00
	3 person crew	Hr	\$375.00

11. Field Permeability Tests:

0 to 10 ft depths	LF	\$275.00
10 to 25 ft depths	LF	\$275.00

NADIC ENGINEERING SERVICES, INC.
2010/2011 FEE SCHEDULE

11b. Field Permeability Tests - Obtain Lab. Permeability Samples:

Kv Tube	LF	\$75.00
Kh Tube	LF	\$75.00

12. MOT	Days	\$150.00
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13. Soil Probing:

a. - 2 person crew	Days	\$950.00
b. - 3 person crew	Days	\$1,300.00

14. Per Diem for Drill Crew:

a. - 2 person crew	Days	\$150.00
b. - 3 person crew	Days	\$200.00

15. Undist Samples(ASTM D-1587):

ruck/MB:

a. - 0 to 50 ft. depths	Ea.	\$150.00
b. - 50 to 100 ft. depths	Ea.	\$200.00
c. - 100 to 150 ft. depths	Ea.	\$250.00
d. 150 to 200 ft. depths	Ea.	\$300.00
e. 200 to 250 ft. depths	Ea.	\$375.00

B/T/A:

a. - 0 to 50 ft. depths	Ea.	\$225.00
b. - 50 to 100 ft. depths	Ea.	\$300.00
c. - 100 to 150 ft. depths	Ea.	\$375.00
d. 150 to 200 ft. depths	Ea.	\$450.00
e. 200 to 250 ft. depths	Ea.	\$550.00

16. Soil and water Sampling (Direct Push Soil Sampling with Geophone):

a. - 0 to 10 feet depths	Days	\$1,800.00
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17. Site Reconnaissance/Utility Coordination:

a. - Project Engineer	hrs.	
b. - Senior Engineering Tech.	hrs.	

18. Extra SPT Samples:

ruck/MB:

a. - 0 to 50 ft. depths	Ea.	\$25.00
b. - 50 to 100 ft. depths	Ea.	\$28.00
c. - 100 to 150 ft. depths	Ea.	\$32.00
d. 150 to 200 ft. depths	Ea.	\$36.00
e. 200 to 250 ft. depths	Ea.	\$40.00

B/T/A:

a. - 0 to 50 ft. depths	Ea.	\$37.50
b. - 50 to 100 ft. depths	Ea.	\$42.00
c. - 100 to 150 ft. depths	Ea.	\$48.00
d. 150 to 200 ft. depths	Ea.	\$54.00
e. 200 to 250 ft. depths	Ea.	\$60.00
19. Pavement Coring:	Ea.	\$300.00
20. Ground Surface DRI (ASTM D-3385)	Ea.	\$450.00
21. PCA Water Sampling:	Ea.	\$76.88
22. Field Vane Test(ASTM D-2573):	Ea.	\$375.00
23. Dilatometer Sounding:	Ea.	\$160.00
24. Piezometer 2" 0 to -50 ft depths	LF	\$25.00
25. Temp Monitor Wells - 2 inch (50mm):		
a. - 0 to 50 ft. depths	LF	\$35.09
b. 50 to 100 ft. depths	LF	\$43.50
d. 150 to 200 ft. depths	LF	\$48.50
26. Concrete Pad and Cover:	Ea.	\$350.00
27. Equipment Decontamination	Hr	\$180.00
28. Well Development Time:	Hr	\$180.00
29. OVA Headspace Analysis, Senior Engineering Technician:	Hr	
30. OVA Headspace Analysis:	Days	\$184.60
31. Riser:	LF	\$25.00
32. Screen:	LF	\$30.00
33. Water Sampling for Analytical Lab Work (PCA)	Ea.	\$76.88
34. FAC 62-770 Table B Soil	Ea.	\$600.00
34. FAC 62-770 Table B Water	Ea.	\$600.00
35. Ground Penetration Radar Equipment	Days	\$650.00
36. Ground Penetration Radar Survey Crew	Hr	\$75.00
37. Locate Borings with GPS:		
a. GPS Rental	Day	\$80.00
b. Senior Engineering Technician	Hr	

NADIC ENGINEERING SERVICES, INC.
2010/2011 FEE SCHEDULE

38. Advance Warning Vehicle:	Hr.	\$100.00
39. Energy Absorption Vehicle:	Hr	\$120.00
40. Flagman:	Days	\$715.00
41. Trooper:	Hr	\$55.00
42. LBR Sample Collection:	Hr	

II. LABORATORY TESTING:

1. Visual Exam./Stratify (ASTM D-2488):		
- Project Engineer	hrs.	
- Senior Engineering Tech.	hrs.	
2. Grain Size Analysis:		
a. Full Grad. Grain Analysis (FM 1-T 88)	Ea.	\$75.00
b. Single Sieve Grain Analysis (FM 1-T 88)	Ea.	\$40.00
3. Hydrometer (FM 1-T 88):	Ea.	\$120.00
4. Organic Content (FM 1-T 267):	Ea.	\$40.00
5. Liquid Limit (FM 1-T 89/90):	Ea.	\$40.00
6. Plastic Limit (FM 1-T 89/90):	Ea.	\$40.00
7. Natural Moisture (FM 1-T 265):	Ea.	\$15.00
8. Unit Weight Determination:	Ea.	\$42.00
9. Consolidation Test (FM 1-T 216)		
Consolidation - Drained (CD)	Ea.	\$650.00
Consolidation - UnDrained (CU)	Ea.	\$500.00
10. Additional Consolidation Increments	Ea	\$100.00
11. Permeability (FM 1-T 215/5-513):	Ea.	\$250.00
12. Atmospheric Permeability	Ea.	\$400.00
13. Back Pressure Permeability	Ea.	\$400.00
14. Corrosion Series:	Ea.	\$160.00
(pH, Sulfate, Chloride, Resistivity)		
15. Triaxial (FM 1-T 234):	Ea.	\$375.00
16. Extended Load Increment:	Ea	\$100.00
17. Unconfined Comp. - Soil (ASTM D-2166):	Ea.	\$250.00
18. Unconsolidated - Undrained (UU)	Ea.	\$375.00

NADIC ENGINEERING SERVICES, INC.
2010/2011 FEE SCHEDULE

19. LBR (FM5-515):	Ea.	\$300.00
20. Specific Gravity(FM 1-T 100):	Ea.	\$60.00
21. Bitumen Extraction(FM 1-T 164):	Ea.	\$75.00
22. Bitumen Gradation(FM 1-T 30):	Ea.	\$80.00
23. Direct Shear(ASTM D-3080):	Ea.	\$300.00
24. Shrinkage Factor(FM 1-T 092):	Ea.	\$75.00
25. Swell Potential(ASTM D-4546):	Ea.	\$75.00
26. Compaction(FM 5-525/521):	Ea.	\$130.00
27. Min./Max. Den.(ASTM D-4254/53):	Ea.	\$200.00
28. Unconfined Compression - Rock(ASTM D-2938):	Ea.	\$120.00
29. Splitting Tensile(ASTM D-3967):	Ea.	\$175.00
30. Kerosene Analysis Group:	Ea.	\$475.00
31. EPA 8260 (VOC) Soil	Ea.	\$242.75
32. EPA 8270 (PNA) Soil	Ea.	\$226.50
33. RCRA metal (As, Ba, Cd, Cr, Pb, Hg, Se, and Ag) - Total (Soi	Ea.	\$200.00
34. FL-PRO (TPH) -Soil	Ea.	\$182.50
35. EPA 8260 (VOC) Water	Ea.	\$234.50
36. EPA 8270 (PNA) Water	Ea.	\$226.50
37. RCRA metal (As, Ba, Cd, Cr, Pb, Hg, Se, and Ag) - Total (Di	Ea.	\$200.00
38. Lead - Dissolved	Ea.	\$39.50
39. FL-PRO (TPH) -Water	Ea.	\$182.50
40. Aggregate Separation	Ea.	\$80.00
41. Other Tests	Ea.	\$300.00

I certify that the proposed billing rates are normal rates charged to both public and private clients of NADIC ENGINEERING

Godwin N. Nnadi, Ph.D., P.E./Principal Engineer

Feb.18, 2011

Date

NadicEngineering Services, Inc.
601 N. Hart Blvd.,
Orlando, FL. 32818

NES Project No.

OOCEA MISC. DESIGN SERVICES CONTRACT
ANTICIPATED DIRECT EXPENSE

TASK DESCRIPTION	UNIT	RATE	30 percent	60 percent	90 percent	100 percent	Final Submittal	Total	Total Amount
Printing and Report Binding									
Roadway and Embankment		\$0.20	240.00	240.00	240.00	240.00	240.00	1200.00	\$240.00
Ponds		\$0.20	160	160.00	160.00	160.00	160.00	800.00	\$160.00
Miscellaneous Structures		\$0.20		240.00	240.00	240.00	240.00	960.00	\$192.00
Plan Sheets									
Roadway and Embankment		\$0.50	6.00	10.00	10.00	10.00	10.00	46.00	\$23.00
Ponds		\$0.50	4	8.00	8.00	8.00	8.00	36.00	\$18.00
Miscellaneous Structures		\$0.50		40.00	40.00	40.00	40.00	160.00	\$80.00
Courier		\$36.00	1.00	1.00	1.00	1.00	1.00	5.00	\$180.00

\$893.00

Nadic Engineering Services, Inc.
601 N. Hart Blvd.,
Orlando, FL. 32818



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

July 21, 2011

Godwin Nnadi, P.E., Principal Engineer
NADIC ENGINEERING SERVICES, INC.
601 N. Hart Boulevard
Orlando, Florida 32818

Dear Mr. Nnadi:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.2 - Geotechnical Classification Laboratory Testing
- 9.4.1 - Standard Foundation Studies
- 9.5 - Geotechnical Speciality Laboratory Testing

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection

Your Unlimited Notice of Qualification shall be valid until June 30, 2012 at such time as your December 31, 2011 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

Overhead Rate	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium Excluded	Direct Expense 21.81% (Home)	Published Fee Scheduled Yes
	234.34%	1.043%			

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

Geodata Consultants, Inc.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

June 22, 2011

H. Paul deVivero, P.S.M.
President
GEODATA CONSULTANTS, INC.
2700 Westhall Lane, Suite 137
Maitland, Florida 32751

Dear Mr. deVivero:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

- Group 8 - Survey and Mapping
- 8.1 - Control Surveying
8.2 - Design, Right of Way & Construction Surveying
8.4 - Right of Way Mapping

Your Unlimited Notice of Qualification shall be valid until June 30, 2012 at such time as your December 31, 2011 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium Reimbursed	Direct Expense
Overhead Rate	168.04%	1.461%		1.25% (Home)

Should you have any questions, please feel free to contact me at 850/4144485.

Sincerely,

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

**GEODATA CONSULTANTS, INC.
REIMBURSEMENT RATE AUDIT REPORT
FOR THE YEAR ENDED
DECEMBER 31, 2010**

**GEODATA CONSULTANTS, INC.
REIMBURSEMENT RATE AUDIT REPORT
FOR THE YEAR ENDED DECEMBER 31, 2010**

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www.graucpa.com

**INDEPENDENT AUDITORS' REPORT ON
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD**

The Board of Directors
Geodata Consultants, Inc.

We have audited the Statement of Direct Labor, Fringe Benefits and General Overhead (the "Schedule") of Geodata Consultants, Inc. (the "Company") for the year ended December 31, 2010. This Schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on this Schedule based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Indirect Cost Schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall Schedule presentation. We believe that our audit provides a reasonable basis for our opinion.

The accompanying overhead schedule was prepared on a basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulations and certain other Federal and State regulations as discussed in Note 2, and is not intended to be a presentation in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the overhead schedule referred to above presents fairly, in all materials respects, the direct labor, fringe benefits and general overhead of Geodata Consultants, Inc. for the year ended December 31, 2010 on the basis of accounting described in Note 2.

In accordance with *Government Auditing Standards*, we have also issued our report dated May 18, 2011, on our consideration of the Company's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, and contracts, and agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

This report is intended for the information of the management of Geodata Consultants, Inc. the State of Florida Department of Transportation and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and are not intended to be and should not be used by anyone other than these specified parties.

May 18, 2011

GEODATA CONSULTANTS, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2010

Description	Total Costs	Unallowable Costs	FAR Ref	Allowable Costs
Direct Labor	<u>\$ 345,055</u>			<u>\$ 345,055</u>
Fringe Benefits				
Payroll Taxes	\$ 44,802	\$ -		\$ 44,802
Unemployment taxes	6,406	-		6,406
Health and life insurance	55,634	-		55,634
Insurance owners' life	5,023	(5,023)	(2)	-
Workers compensation	5,590	-		5,590
	<u>\$ 117,455</u>	<u>\$ (5,023)</u>		<u>\$ 112,432</u>
 Indirect labor	 \$ 237,404	 \$ -		 \$ 237,404
Rent expense	39,076	-		39,076
Maintenance and repairs	5,916	-		5,916
Travel	343	-		343
Insurance	23,177	-		23,177
Telephone	12,742	-		12,742
Taxes and licenses	12,671	-		12,671
Depreciation and amortization	59,403	-		59,403
Dues and subscriptions	2,035	-		2,035
Recruitment costs	56	-		56
Meals and entertainment	725	(725)	(3)	-
Professional fees	18,195	-		18,195
Interest	8,208	(8,208)	(1)	-
Vehicle expense	37,984	-		37,984
Field supplies	6,426	-		6,426
Office expense	6,624	(603)	(3)	6,021
Computer expense	1,562	-		1,562
Bank service charges	1,381	(39)	(1)	1,342
Freight and postage	651	-		651
Other expense	386	-		386
Training and seminars	2,001	-		2,001
	<u>\$ 476,966</u>	<u>\$ (9,575)</u>		<u>\$ 467,391</u>

See Notes to Statement of Direct Labor, Fringe Benefits and General Overhead

GEODATA CONSULTANTS, INC.
NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD

NOTE 1 - THE COMPANY

Geodata Consultants, Inc. (S Corporation) (the "Company") provides surveying and mapping services to private sector businesses, architect engineers/contractors, and all level of government. Services are provided throughout the State of Florida. The Company was founded in 1994. Revenues are derived from billings for services and reimbursement of expenses.

NOTE 2 - BASIS OF ACCOUNTING AND DESCRIPTION OF ACCOUNTING SYSTEMS

The Company's policy is to prepare its Statement of Direct Labor, Fringe Benefits and General Overhead, on the basis of accounting practices prescribed by Subparts 9900 and Part 31 of the Federal Acquisition Regulations (FAR), Section 112.061 of the Florida Statutes, and Florida Department of Management Services Rule 6OL-9. Accordingly, the above mentioned statement is not intended to present the results of operation of the Company in conformity with accounting principles generally accepted in the United States of America. The Statement of Direct Labor, Fringe Benefits and General Overhead has been allocated based on Direct Labor cost.

The Company's policy is to report the Statement of Direct Labor, Fringe Benefits and General Overhead using the cash basis of accounting.

The Company maintains a job-order cost accounting system for recording and accumulating of costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the Company's job-order cost accounting system. The job cost ledger is reconciled with the general ledger. The Company normally bills their customers for subcontractor costs, courier fees, printing costs and other miscellaneous costs associated with a project. These costs are recorded as direct expenses by the Company. The Company treats those costs, which cannot be specifically identified with a particular project as indirect costs.

Labor is charged to direct and indirect labor accounts based on the actual amount incurred. Uncompensated overtime is accounted for using the effective rate method whereby the gross salary paid is divided by the number of hours worked during the pay period to determine an effective rate to be used for job costing. Premium overtime is accounted for as a direct reimbursable expense of the Company.

The Company did not pay any compensation in excess of the FAR 31.205-6(p) limits and reasonable compensation limits of between \$110,000 and \$140,000.

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job-order cost accounting system.

PAID TIME OFF

Vacation and sick time is based on date of hire and may be carried forward. Sick time is not paid to employees upon departure.

DEPRECIATION

All purchases of capital assets with a useful life greater than one year are capitalized and depreciated over the estimated useful lives of the respective assets by the straight-line method. The amounts included on the Overhead Schedule are allowable under FAR 31.205-11(e).

NOTE 3 - FACILITIES CAPITAL COST OF MONEY

The Company's audited facilities capital cost of money for the year ended December 31, 2010 is 1.462%. The cost-of money rate has been calculated in accordance with FAR 31.205-10, using the average net book values of equipment and facilities multiplied by the average treasury rate for the applicable period. Equipment and facilities include computer equipment and vehicles. The calculation was made as follows:

	12/31/2010
Net Book Value of Corporate Assets	\$ 158,192
Average Treasury Rate	3.19%
Computed Facilities Capital Cost of Money	\$ 5,043
Direct Labor	345,055
Cost-of-Money Rate	<u>1.462%</u>

NOTE 4 - UNALLOWABLE COSTS

Listed below are the unallowable indirect costs of the Company:

1. In accordance with FAR 31.205.20, interest expense, in the amounts of \$8,208 and \$39, have been disallowed.
2. In accordance with FAR 31.205.19, officers' life insurance, in the amount of \$5,023, has been disallowed.
3. In accordance with FAR 31.205.14, meals and entertainment, in the amounts of \$725 and \$603, have been disallowed.

NOTE 5 - SUMMARY

The following summarizes the allowable overhead rates incurred by the Company for the year ended December 31, 2010:

Description	
Fringe Benefit Rate	32.58%
General Overhead Rate	<u>135.45%</u>
Combined Rate	<u>168.03%</u>

NOTE 6 - DIRECT EXPENSE RATE

The Company's home office direct expense rate was based on the direct cost accumulated in the job costs and recorded by the following accounts in the general ledger.

<u>Home Direct Expenses</u>	
Direct printing costs	\$ 1,025
Express mail and courier expense	117
Premium overtime	<u>3,182</u>
Total	<u>4,324</u>
Unallowable	<u>-</u>
Allowable expenses	<u>4,324</u>
Direct labor	<u>\$ 345,055</u>
Direct expense rate	<u><u>1.25%</u></u>

The Company had subcontract fees of \$6,250 that are not included in the direct expense rate.

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

The Board of Directors
Geodata Consultants, Inc.

We have audited the overhead schedule of Geodata Consultants, Inc. (the "Company") for the year ended December 31, 2010 and have issued our report thereon dated May 18, 2011, which included an explanatory paragraph as the schedule has been prepared on a basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulations and certain other federal and state regulations which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Except as disclosed in the preceding sentence, we conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the schedule is free of material misstatement.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Company's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the schedule, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control over financial reporting.

The management of the Company is responsible for establishing and maintaining internal control over financial reporting. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of internal controls over financial reporting. The objectives of internal control over financial reporting are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with Part 31 of the Federal Acquisition Regulation. Because of inherent limitations in any internal control structure, errors or irregularities may nevertheless occur and not be detected. Also, projection of any evaluation of the structure to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the effectiveness of the design and operation of policies and procedures may deteriorate.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the Company's ability to initiate, authorize, record, process, or report financial data reliably in accordance with Part 31 of the Federal Acquisition Regulation such that there is more than a remote likelihood that a misstatement of the Company's overhead schedule that is more than inconsequential will not be prevented or detected by the Company's internal control. A material weakness is a significant deficiency, or combination of significant deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Company's overhead schedule will not be prevented or detected, and corrected, on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance

As part of obtaining reasonable assurance about whether the Company's overhead schedule is free of material misstatement, we performed tests of the Company's compliance with certain provisions of laws, regulations, contracts and provision of the applicable section of Part 31 of the Federal Acquisition Regulations (FAR); noncompliance with which could have a direct and material effect on the determination of the amounts reported on the overhead schedule. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended for the information of the management of Geodata Consultants, Inc., the State of Florida Department of Transportation and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and are not intended to be and should not be used by anyone other than these specified parties.



May 18, 2011

Avcon, Inc.

AVCON, Inc.
Standard Direct Expense Billing Rates
As of September 21, 2011

Item#	Item	Billing Rate	Per	Category
00001	8.5 X 11 (B &W)	\$ 0.10	Copy	In-House Reproduction
00003	24 X 36 - Vellum	\$ 1.50	Plot	In-House Reproduction
00004	24 X 36 - Bond	\$ 1.00	Plot	In-House Reproduction
00005	11 X 17 - Bond	\$ 0.30	Plot	In-House Reproduction
00006	11 X 17 (B&W)	\$ 0.20	Copy	In-House Reproduction
00007	30 X 42 - Vellum	\$ 2.00	Plot	In-House Reproduction
00008	30 X 42 - Bond	\$ 1.35	Plot	In-House Reproduction
00009	Miscellaneous Size Plots - Bond	\$ 0.15	Foot	In-House Reproduction
00010	Miscellaneous Size Plots - Vellum	\$ 0.25	Foot	In-House Reproduction
00011	8.5 X 14 (B&W)	\$ 0.15	Copy	In-House Reproduction
00016	Blueprints	\$ 0.10	Sq Foot	In-House Reproduction
00018	8.5 x 11 Plots	\$ 0.10	Plot	In-House Reproduction
00019	8.5 x 14 Plots	\$ 0.15	Plot	In-House Reproduction
00020	11 x 17 Plots (HP 8000)	\$ 0.20	Plot	In-House Reproduction
00026	12 X 18 Plots - Bond	\$ 5.00	Sheet	In-House Reproduction
00032	12 x 18 - Bond	\$ 0.20	Plot	In-House Reproduction
00033	15 x 21 - Bond	\$ 0.30	Plot	In-House Reproduction
00034	15 x 21 - Vellum	\$ 1.00	Plot	In-House Reproduction
00035	12 x 18 - Vellum	\$ 0.75	Plot	In-House Reproduction
00036	24 x 36 - Mylar	\$ 10.00	Plot	In-House Reproduction
00037	30 x 42 - Mylar	\$ 15.00	Plot	In-House Reproduction
00038	15 x 21 - Mylar	\$ 8.00	Plot	In-House Reproduction
00039	12 x 18 - Mylar	\$ 6.00	Plot	In-House Reproduction
00040	24 x 36 - Coated (Color)	\$ 2.00	Plot	In-House Reproduction
00041	Miscellaneous Size Plots - Mylar	\$ 1.75	Foot	In-House Reproduction
00042	30 x 42 - Coated (Color)	\$ 3.00	Plot	In-House Reproduction
00043	Miscellaneous Size Plots - Coated(C	\$ 0.35	Foot	In-House Reproduction
00044	15 x 21 - Coated (Color)	\$ 1.50	Plot	In-House Reproduction
00045	12 x 18 - Coated (Color)	\$ 1.00	Plot	In-House Reproduction
00055	8.5 x 11(Color)	\$ 0.24	Copy	In-House Reproduction
00056	8.5 x 14 (Color)	\$ 0.36	Copy	In-House Reproduction
00057	11 x 17 (Color)	\$ 0.48	Copy	In-House Reproduction
00002	Mileage	\$ 0.51	Mile	Other
00012	Delivery 0 to 5 Miles	\$ 5.00	Delivery	Other
00013	Delivery 6 to 10 Miles	\$ 7.00	Delivery	Other
00014	Delivery 11 to 35 Miles	\$ 11.00	Delivery	Other
00015	Delivery 35 or More Miles	\$ 0.40	Mile	Other
00022	Per Diem (Food)	\$ 85.00	Day	Other
00027	FDOT Monthly Postage & Telephon	\$ 50.00	Month	Other
00028	FDOT Monthly Overnight Mail	\$ 25.00	Month	Other
00029	Travel	\$ 35.00	Trip	Other
00030	Diskette	\$ 1.00	CD	Other

00031	FDOT Same Day Delivery	\$ 5.00	Delivery	Other
00047	Long Distance	\$ 0.04	Minute	Other
00048	FDOT Express Mail (Overnight) 1 lb	\$ 16.25	package	Other
00050	5 lb. Package Express Overnight	\$ 24.85	package	Other
00051	FDOT Breakfast	\$ 3.00	Meal	Other
00052	FDOT Lunch	\$ 6.00	Meal	Other
00053	FDOT Dinner	\$ 12.00	Meal	Other
00017	Standard CADD Hours	\$ 10.00	Hour	Other
00021	2000 FDOT CADD Rate	\$ 8.52	Hour	Other
00023	1999 FDOT CADD Rate	\$ 7.04	Hour	Other
00024	2001 FDOT CADD Rate	\$ 10.22	Hour	Other
00025	1996 FDOT CADD Rate	\$ 5.51	Hour	Other
00046	Rent - Chipley Office	\$ 150.00	Month	Other
00049	Per Diem (Lodging)	\$ 60.00	Night	Other
00054	2002 CADD Rate	\$ 9.58	Hour	Other



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

July 6, 2011

RECEIVED

BY: _____

Jerry Conway, Controller
AVCON, INC.
5555 E. Michigan Street, Suite 200
Orlando, Florida 32822-2779

Dear Mr. Conway:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design
 - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
 - 4.1.1 - Miscellaneous Structures
 - 4.1.2 - Minor Bridge Design
- Group 5 - Bridge Inspection
 - 5.1 - Conventional Bridge Inspection
 - 5.4 - Bridge Load Rating
- Group 6 - Traffic Engineering and Operations Studies
 - 6.1 - Traffic Engineering Studies
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.2 - Lighting
- Group 13 - Planning
 - 13.3 - Policy Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering

Your Unlimited Notice of Qualification shall be valid until June 30, 2012 at such time as your December 31, 2011 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch	Facilities		
	<u>Office</u>	<u>Capital Cost</u>	<u>Overtime</u>	
Overhead Rate	191.93%	<u>of Money</u>	<u>Premium</u>	<u>Direct Expense</u>
		4.778%	Reimbursed	6.74%

Should you have any questions, please feel free to contact me at 850/4144485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

CT Hsu & Associates, Inc.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND
REIMBURSEMENT RATES**

375-030-51
PROCUREMENT
02/11
Page 1 of 2

Consultant Name: C.T. Hsu + Associates Federal ID Number: 59-245247
Contact Person: Donna Pascoe Phone Number: (407) 423-0098
Qualifying For: Minor Projects (Under \$250,000) E-Mail: Accounting@cthsu.com
Or: Work Group 20 or 22 ☒ ☐

Accounting Questionnaire

1. General:

What Fiscal Year is used by your firm?

11-12/31

Statements on cash or accrual basis?

accrual

Do you use a Published Fee Schedule for all clients? If so, please provide.

NO

2. Labor Costs (Time Sheets)

Yes or No
Response

Do all employees keep time sheets?

yes

Do time sheets indicate project and overhead accounts?

yes

Do employees sign time sheets?

yes

Are time sheets reviewed and signed by supervisors?

yes

Are payroll expenditures distributed to appropriate accounts based on time sheets?

yes

Is a payroll register prepared for every pay period?

yes

3. Work Logs (For work billed as cost per unit of work)

Do work logs identify the project?

N/A

Are work logs maintained for all projects?

N/A

4. Expenditures

Are all expenditures identified and recorded in the General Ledger as overhead or direct costs?

yes

Are direct costs identified as direct charges to projects regardless of eligibility for reimbursement?

yes

Are costs associated with the fee schedule excluded from the indirect and the direct cost pools?

yes

5. Accounting for Costs and Expenses

Does the General Ledger separate direct cost from indirect (overhead)?

yes

Is a job cost ledger or cost report maintained for every project?

yes

Is the amount of premium overtime included in the direct or indirect expense rates?

NO

6. Estimating Costs for Price Proposals

Is the method of estimating costs for pricing purposes consistent with the accumulation and reporting of costs under your job cost system?

yes

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND
 REIMBURSEMENT RATES**

375-030-51
 PROCUREMENT
 02/11
 Page 2 of 2

SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND REIMBURSEMENT RATES

RATE SUMMARY FOR YEAR ENDING:

12/31/2010

Reimbursement rates are calculated by dividing total allowable costs by total direct labor costs. For these calculations, certain direct or indirect expenses, such as travel, mileage, interest, certain advertising costs, etc., must be limited or excluded in accordance with Florida Statute 112.061 or Federal Acquisition Regulations, sub Part 31.2. These regulations may be viewed on the Internet at www.arnet.gov/far/. If a field office is needed, a separate determination should be performed.

Description	Home Office	Field Office
Direct Labor Base	\$ <u>655,030.61</u>	\$ _____
Fringe Benefit Rate	<u>6.19</u> %	_____ %
General Overhead Rate	<u>144.23</u> %	_____ %
Combined Overhead Rate	<u>205.42</u> %	_____ %
Direct Expense Rate	<u>12.42</u> %	_____ %

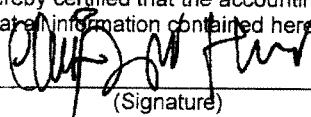
A listing of the fringe benefits and general overhead costs utilized in calculating the overhead rates shown above and a listing of the direct expenses utilized in calculating the direct expense rate shown above must be attached to this certification with any excluded items identified.

COMPUTATION OF FACILITIES CAPITAL COST OF MONEY (FCCM)- OPTIONAL

	Balance Start of FY	Balance End of FY
Net Capital Assets	\$ _____	\$ _____
Average Net Book Value (required)	\$ _____	_____
Average US Treasury Rate	_____ %	_____
Facilities capital Cost (Average x Rate)	\$ _____	_____
Direct Labor Base for Fiscal Year	\$ _____	_____
FCCM Rate (Cost/Direct Labor)	_____ %	_____

CERTIFICATION

It is hereby certified that the accounting system for this firm meets the minimum requirements set forth in Department Guidelines and that all information contained hereon, including attachments, is true and correct.


 (Signature)
C.T. Hsu
 (Name and Title)

9/20/2011
 (Date)
C.T. Hsu Associates, P.A.
 (Company Name)



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

July 6, 2011

Donna Pascoe, Accounting Manager
C.T. HSU + ASSOCIATES, P.A.
820 Irma Avenue
Orlando, Florida 32803

Dear Ms. Pascoe:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 14 - Architect

Your firm is now qualified to do work for the Department for minor projects only. This level of qualification allows consultants to compete for minor projects with fees estimated at below \$250,000.00.

Your Notice of Qualification shall be valid for one year from the date of this letter. We will automatically notify your firm 45 to 60 days prior to your update deadline.

Should you have any questions, please feel free to contact me at 850/4144485.

Sincerely,

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

Bobes Associates

3:38 PM

08/22/11

Bobes Associates Consulting Engineering Inc.
Payroll Summary
August 24, 2011

	Ray, Ralph S		TOTAL	
	Hours	Aug 24, 11	Hours	Aug 24, 11
Employee Wages, Taxes and Adjustments				
Gross Pay				
Salary		0.00	160.00	5,328.46
Hourly	56	1,615.60	200.00	4,319.60
Hourly Vacation	24	692.40	40.00	1,068.40
Total Gross Pay	80	2,308.00	400.00	10,716.46
Deductions from Gross Pay				
AFLAC		-89.91		-89.91
Health Insurance (pre-tax)		0.00		-319.92
Health Svgs Acct (pre-tax)		-10.00		-55.00
Total Deductions from Gross Pay		-99.91		-464.83
Adjusted Gross Pay	80	2,208.09	400.00	10,251.63
Taxes Withheld				
Federal Withholding		-383.00		-1,261.00
Medicare Employee		-32.02		-148.65
Social Security Employee		-92.74		-430.57
Total Taxes Withheld		-507.76		-1,840.22
Net Pay	80	1,700.33	400.00	8,411.41
Employer Taxes and Contributions				
Federal Unemployment		0.00		0.00
Medicare Company		32.02		148.65
Social Security Company		136.90		635.60
FL - Unemployment		0.00		0.00
Total Employer Taxes and Contributions		168.92		784.25

3:38 PM

08/22/11

Bobes Associates Consulting Engineering Inc.
Payroll Summary
August 24, 2011

	Bianco, Danielle		Bobes, Augusto E		Bouvier, Michael G		Costner, Walter M	
	Hours	Aug 24, 11	Hours	Aug 24, 11	Hours	Aug 24, 11	Hours	Aug 24, 11
Employee Wages, Taxes and Adjustments								
Gross Pay								
Salary		0.00	80	2,692.31		0.00	80	2,836.15
Hourly	80	1,200.00		0.00	64	1,504.00		0.00
Hourly Vacation		0.00		0.00	16	376.00		0.00
Total Gross Pay	80	1,200.00	80	2,692.31	80	1,880.00	80	2,836.15
Deductions from Gross Pay								
AFLAC		0.00		0.00		0.00		0.00
Health Insurance (pre-tax)		0.00		0.00		0.00		0.00
Health Svcs Acct (pre-tax)		-20.00		-25.00		0.00		-319.92
Total Deductions from Gross Pay		-20.00		-25.00		0.00		-319.92
Adjusted Gross Pay	80	1,180.00	80	2,667.31	80	1,880.00	80	2,316.23
Taxes Withheld								
Federal Withholding		-169.00		-258.00		-182.00		-269.00
Medicare Employee		-17.11		-38.67		-27.26		-33.59
Social Security Employee		-49.56		-112.03		-78.96		-97.28
Total Taxes Withheld		-235.67		-408.70		-288.22		-399.87
Net Pay	80	944.33	80	2,258.61	80	1,591.78	80	1,916.36
Employer Taxes and Contributions								
Federal Unemployment		0.00		0.00		0.00		0.00
Medicare Company		17.11		38.67		27.26		33.59
Social Security Company		73.16		165.37		116.56		143.81
FL - Unemployment		0.00		0.00		0.00		0.00
Total Employer Taxes and Contributions		90.27		204.04		143.82		177.20

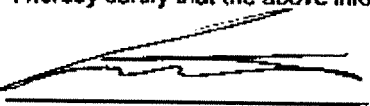
BOBES ASSOCIATES CONSULTING ENGINEERS, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD

(Fiscal Year 2010)

(Less expenses for Advertising/Promotion, Bad Debts, Contributions, Entertainment, Interest)

<u>Description:</u>	<u>Costs</u>
Direct Labor	\$ 294,449.31
<u>Fringe Benefits:</u>	
Social Security	17,533.82
Medicare Tax	4,100.65
Unemployment Tax	366.28
Medical Insurance	47,441.56
Workers Comp. Insurance	1,168.55
Total Fringe Benefits:	<u>\$ 70,610.87</u>
<u>General Overhead</u>	
Automobile	6,278.80
Bank Charges	136.31
Building Repairs	7,815.82
Computer	9,654.08
Consultants	195,595.39
Courier	330.15
Depreciation	20,804.25
Education	377.69
Indirect Labor	80,881.57
Insurance-Professional Liability	15,901.00
Maintenance-Office Cleaning/Grounds	4,900.00
Membership Dues	193.54
Payroll Service	133.95
Postage	515.38
Printing/Copying	5,100.05
Professional Fees	8,115.06
Reimbursables	790.21
Rent	6,070.56
Supplies	8,563.11
Taxes	4,700.81
Travel	5,618.51
Utilities	14,262.37
Total General Overhead:	<u>\$ 396,736.61</u>
TOTAL FRINGE BENEFITS & GENERAL OVERHEAD	<u><u>\$ 467,347.48</u></u>
OVERHEAD RATE	158.72%

I hereby certify that the above information is true and correct


Augusto E. Bobes Jr., P.E.
President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND
REIMBURSEMENT RATES**

175-030-61
PROCUREMENT
02/11
Page 1 of 2

Consultant Name:	Bobes Associates Consulting Engineers, Inc.	Federal ID Number:	59-2884913
Contact Person:	Augusto E. Bobes Jr., P.E.	Phone Number:	407-628-0882
Qualifying For:	Minor Projects (Under \$250,000) <input checked="" type="checkbox"/>	E-Mail:	gusjr@bobeseng.com
Or:	Work Group 20 or 22 <input type="checkbox"/>		

Accounting Questionnaire

1. General:

What Fiscal Year is used by your firm?	2010
Statements on cash or accrual basis?	Cash
Do you use a Published Fee Schedule for all clients? If so, please provide.	No

2. Labor Costs (Time Sheets)

Yes or No
Response

Do all employees keep time sheets?	Yes
Do time sheets indicate project and overhead accounts?	Yes
Do employees sign time sheets?	No- they are electronic
Are time sheets reviewed and signed by supervisors?	Reviewed - yes, Signed - no
Are payroll expenditures distributed to appropriate accounts based on time sheets?	Yes
Is a payroll register prepared for every pay period?	Yes

3. Work Logs (For work billed as cost per unit of work)

Do work logs identify the project?	N/A
Are work logs maintained for all projects?	N/A

4. Expenditures

Are all expenditures identified and recorded in the General Ledger as overhead or direct costs?	No
Are direct costs identified as direct charges to projects regardless of eligibility for reimbursement?	N/A
Are costs associated with the fee schedule excluded from the indirect and the direct cost pools?	No

5. Accounting for Costs and Expenses

Does the General Ledger separate direct cost from indirect (overhead)?	No
Is a job cost ledger or cost report maintained for every project?	No
Is the amount of premium overtime included in the direct or indirect expense rates?	No

6. Estimating Costs for Price Proposals

Is the method of estimating costs for pricing purposes consistent with the accumulation and reporting of costs under your job cost system?	N/A
--	-----

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND
 REIMBURSEMENT RATES**

375-000-51
 PROCUREMENT
 02/11
 Page 2 of 2

SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND REIMBURSEMENT RATES

RATE SUMMARY FOR YEAR ENDING:

12/31/2010

Reimbursement rates are calculated by dividing total allowable costs by total direct labor costs. For these calculations, certain direct or indirect expenses, such as travel, mileage, interest, certain advertising costs, etc., must be limited or excluded in accordance with Florida Statute 112.061 or Federal Acquisition Regulations, sub Part 31.2. These regulations may be viewed on the Internet at www.ameLgov/fair/. If a field office is needed, a separate determination should be performed.

Description	Home Office	Field Office
Direct Labor Base	\$ 294,449	\$ N/A
Fringe Benefit Rate	24.0 %	N/A %
General Overhead Rate	134.7 %	N/A %
Combined Overhead Rate	158.7 %	N/A %
Direct Expense Rate	100.0 %	N/A %

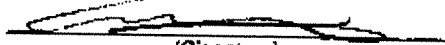
A listing of the fringe benefits and general overhead costs utilized in calculating the overhead rates shown above and a listing of the direct expenses utilized in calculating the direct expense rate shown above must be attached to this certification with any excluded items identified.

COMPUTATION OF FACILITIES CAPITAL COST OF MONEY (FCCM)- OPTIONAL

	Balance Start of FY	Balance End of FY
Net Capital Assets	\$	\$
Average Net Book Value (required)	\$	
Average US Treasury Rate	%	
Facilities capital Cost (Average x Rate)	\$	
Direct Labor Base for Fiscal Year	\$	
FCCM Rate (Cost/Direct Labor)	%	

CERTIFICATION

It is hereby certified that the accounting system for this firm meets the minimum requirements set forth in Department Guidelines and that all information contained hereon, including attachments, is true and correct.


 (Signature)
 Augusto E. Bobes Jr., P.E., President
 (Name and Title)

7/20/11
 (Date)
 Bobes Associates Consulting Engineers, Inc.
 (Company Name)

Aspireon, Inc.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

January 25, 2011

Deborah Graeber, President
ASPIREON CONSULTING GROUP, INC.
821 Palmetto Terrace
Oviedo, Florida 32765

Dear Ms. Graeber:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
- Group 6 - Traffic Engineering and Operations Studies
 - 6.1 - Traffic Engineering Studies
 - 6.2 - Traffic Signal Timing
 - 6.3.1 - Intelligent Transportation Systems Analysis and Design
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.3 - Signalization

Your firm is now qualified to do work for the Department for minor projects only. This level of qualification allows consultants to compete for minor projects with fees estimated at below \$250,000.00.

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/smr

Aspireon Consulting Group, Inc.

821 Palmetto Terrace
Oviedo, FL 32765

Invoice

5/30/2011

29

Bill To

Metric Engineering
Dale Cody
615 Crescent Executive Court
Suite 524
Lake Mary, FL 32746

Item	Description	Hours	Rate	Amount
MET-004-01	OOCEA QC for TMS	93	125.00	11,625.00
Reimb Group	Expenses		90.50	90.50
	Total Reimbursable Expenses			90.50

Total USD 11,715.50

Billing Summary - Final Invoice

Contract Limit	Amount Invoiced to Date	Amount Paid to Date	Amount Previously Invoiced	Amount Invoiced this invoice	Remaining Balance
\$20,553.20	\$18840.50	\$7,125.00	\$7,125.00	\$11,715.50	\$1,712.70

821 Palmetto Terrace
Oviedo, FL 32765

Date	Invoice #
5/21/2011	28

Metric Engineering
Dale Cody
615 Crescent Executive Court
Suite 524
Lake Mary, FL 32746

[illegible]

Aspireon Consulting Group, Inc.

821 Palmetto Terrace
Oviedo, FL 32765

Invoice

Date	Invoice #
1/11/2011	19

Bill To
Tuten Planning Dawn Tuten PO Box 679010 Orlando, FL 32867

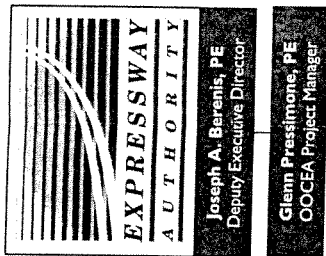
PAID

Item	Description	Hours	Rate	Amount
TUT-001-07	Additional Synchro Sheets for Orange Ave.	3	125.00	375.00
Phone #		Total		USD 375.00
407.967.5639				

EXHIBIT “D”

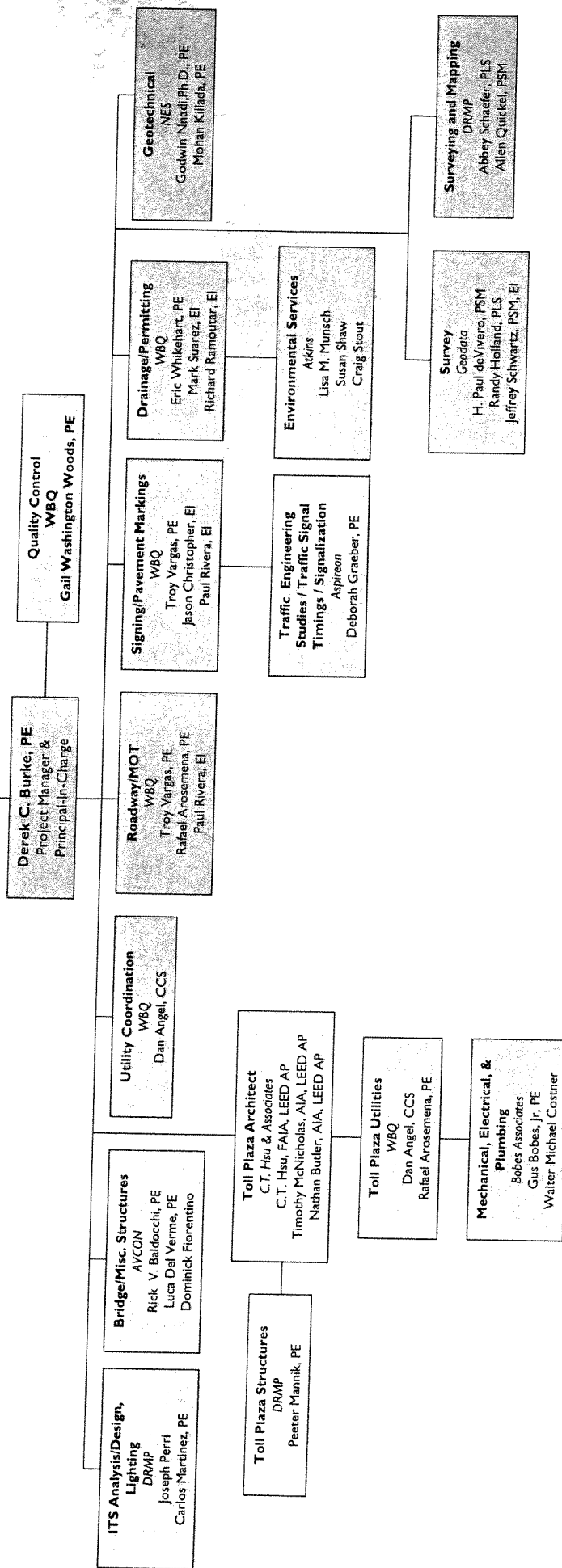
WBQ TEAM ORGANIZATIONAL CHART

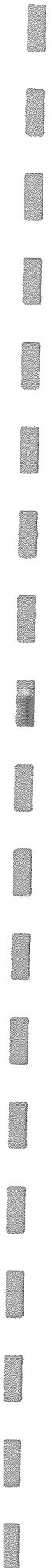
WBQ Design & Engineering, Inc. SSBE & MBE – Project Management, Roadway, Traffic Control Plans (MOT), Utility Design and Coordination, Drainage, Permitting, Signing & Pavement Markings
Aspireon, Inc. SSBE & WBE – Traffic Engineering Studies, Traffic Signal Timing and Signalization
Geodata Consultants, Inc. SSBE & MBE – Surveying and Mapping
Nadic Engineering Services, Inc. (NES) SSBE & MBE – Geotechnical
AVCON, Inc. MBE – Miscellaneous Structures and Minor Bridge Design
C.T. Hsu & Associates, Inc. MBE – Toll Plaza Architecture
Bobes Associates MBE – Mechanical, Electrical, and Plumbing
DRMP, Inc. – ITS Analysis/Design, Lighting and Survey, Toll Plaza Structures
Atkins – Landscape Architecture and Environmental Services



Miscellaneous Design Consultant Services

Project No. 000817 (SSBE)






CONSENT AGENDA ITEM

#10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: April 28, 2015

RE: Supplemental Agreement No. 7B with Dewberry Engineers, Inc. d/b/a
Dewberry/Bowyer-Singleton (Dewberry) for Post Design Services
Project 417-301: Contract No. 000979, S.R. 417/Boggy Creek Road Interchange
Phase III

Board approval is requested for Supplemental Agreement No. 7B with Dewberry for post design services for Phase III of the referenced project. Services will include additional shop drawing reviews, attendance at construction meetings, site visits, and responding to the contractor's requests for information.

This Supplemental Agreement, for a fee of \$128,626.00, will be a continuation of an agreement previously approved by the Authority for this project.

Original Contract Amount	\$ 5,249,695.96
Amount of Previous Authorized Adjustments	\$ 3,698,727.34
Amount of This Adjustment	<u>\$ 128,626.00</u>
Total Revised Contract Amount	\$ 9,077,049.30

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Glenn Pressimone, Director of Engineering

SUPPLEMENTAL AGREEMENT NO. 7B

TO

CONSULTANT AGREEMENT

POST DESIGN SERVICES (417-301C)

SR 417/BOGGY CREEK ROAD INTERCHANGE IMPROVEMENTS

THIS SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), an agency of the State of Florida, hereinafter called the "AUTHORITY" and the consulting firm of DEWBERRY ENGINEERS INC., hereinafter called the "SECTION ENGINEER."

WHEREAS, Section 4.20 of Exhibit "A" of the Consultant Agreement between the AUTHORITY and the SECTION ENGINEER, dated the 4th day of May 2006 provides that after completion of the services outlined in Exhibit "A" for Project Number 417-301 of the said Consultant Agreement, the AUTHORITY may negotiate with the SECTION ENGINEER a Supplemental Agreement for Post Design Services and whereas, Articles 2.00 and 12.00 of the Consultant

Agreement provide that in the event that the AUTHORITY shall change the amount of work of the said Consultant Agreement, the fees to be paid to the SECTION ENGINEER shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The AUTHORITY hereby authorizes the SECTION ENGINEER to proceed with additional Post Design Services required as outlined in the SECTION ENGINEER'S correspondence to the Authority dated April 30, 2015 attached hereto and made a part of this Supplemental Agreement.
2. The maximum fee for Post Design Services shall be adjusted upward by \$128,626.00 to a total of \$875,749.00.
3. Any supplemental agreements for Post Design Services shall be in accordance with the appropriate Articles within the original SECTION ENGINEER Agreement and the original Post Design Services Agreement (Supplemental Agreement No. 7).

All provisions of said Consultant Agreement, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental

Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in triplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

Witness: _____

Assistant Secretary

By: _____

Director of Procurement

DEWBERRY ENGINEERS INC.

Witness: _____

Print Name:

Title:

By: _____

Print Name:

Title:

Approved as to form and execution, only.

General Counsel for the AUTHORITY



Dewberry Engineers Inc.
520 South Magnolia Avenue
Orlando, FL 32801

407.843.5120
407.649.8664 fax
www.dewberry.com

April 30, 2015

Job No. 99254015 (EA9-3)

Mr. Glenn Pressimone, P.E.
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Subject: **SR 417 Boggy Creek Road Interchange Improvements, Post Design**
Project No. 417-301C
Contract No. 000979, SA#~~7A~~ 7B
Request for Additional Post Design

Dear Glenn,

We are requesting additional post design budget for both Dewberry and Parsons. Please find attached the estimated fee and back up sheets for the request. The manhour estimates include comments as to the differences between the estimated and actual Contractor submittals that are the basis for this request. The additional work items for Dewberry are summarized below. Parsons has provided the justification on the following page.

- The bridge bearings have been submitted 4 times for Ramp G and 5 times for Ramp J. The number of submittals were not anticipated during preparation of the original estimate.
- The Ramp J shoring towers were submitted two times. This submittal consisted of 160 sheets, including design calculations and plans. The size of the submittal and requirement to review more than once was not anticipated in the original estimate.
- The Ramp J girder fabrication drawings were submitted two times. The submittal consisted of 68 plan sheets. The size of the submittal and requirement to review more than once was not anticipated in the original estimate.

If you have any questions, or require any additional information, please contact me at 321.354.9626.

Sincerely,

Don Hammack, P.E.
Project Manager

DLH:cnp
EA9/J3/Corr/6010_Request for Additional Post Design
Enclosures

Project # 417-301C - SR 417/ Boggy Creek Road Int Phase III			January 17, 2014	Dewberry
TOTAL CONTRACT FEE COMPUTATIONS		Check Appropriate Box		
Total Activity Salary Costs (Raw Labor)	\$17,882	<input type="checkbox"/> Initial Estimate Post Design		
Post Design Multiplier	3.2087	<input type="checkbox"/> Revised Estimate No. 1 Post Design		
Field Survey (5 days @ \$1,455/day)	\$0	<input checked="" type="checkbox"/> Revised Estimate No. 2 Post Design		
Dewberry Fee Total	\$57,377.97	<input type="checkbox"/> Revised Estimate No. 3 Post Design		
		<input type="checkbox"/> Revised Estimate No. 4 Post Design		
		<input type="checkbox"/> Revised Estimate No. 5 Post Design		
SUBCONSULTANTS				
Horizon	\$0.00			
Nadic	\$0.00			
Terracon (Nodarse)	\$0.00			
Parsons	\$71,248.00			
RS&H	\$0.00			
SUBCONSULTANT SUBTOTAL		\$71,248.00		
		MAXIMUM FEE	\$128,626	

Project # 417-301C - SR 417/ Boggy Creek Road Int

Monthly Salary Costs Summary																	Please Print	
ACTIVITY	Project Mgr.			Senior Engineer			Surveyor			Engineer			Eng. Technician		Clerical		Total M/H By Activity	Salary Costs By Activity
	M/H	Rate/Hr		M/H	Rate/Hr		M/H	Rate/Hr		M/H	Rate/Hr		M/H	Rate/Hr				
Requests for Information	8	\$72.65		36	\$53.55												60	\$3,807
Prebid Conference	0	\$72.65		0	\$53.55				34	\$33.99	0	\$34.00	8	\$17.75			0	\$0
Addenda	0	\$72.65		0	\$53.55				0	\$33.99	0	\$34.00	0	\$17.75			0	\$0
Field Visits	0	\$72.65		0	\$53.55				0	\$33.99	0	\$34.00	0	\$17.75			0	\$0
Shop Drawing Reviews	24	\$72.65		80	\$53.55				132	\$33.99	0	\$34.00	32	\$17.75			268	\$11,082
Plans Revisions	0	\$72.65		0	\$53.55				0	\$33.99	0	\$34.00	0	\$17.75			0	\$0
Coordination	24	\$72.65		22	\$53.55				0	\$33.99	0	\$34.00	4	\$17.75			16	\$2,993
Meetings	0	\$72.65		0	\$53.55				0	\$33.99	0	\$34.00	0	\$17.75			0	\$0
Partnering	0	\$72.65		0	\$53.55				0	\$33.99	0	\$34.00	0	\$17.75			0	\$0
Survey - Office Support								0	\$0.00			0	\$0.00				0	\$0
TOTALS	56	\$72.65		503	\$53.55				782	\$33.99	144	\$34.00	44	\$17.75			344	\$17,882

TASK LIST							
Consultant Name: Dewberry		Project Name: SR 417/ Boggy Creek Road Interchange Improvements Phase III					
OOCEA Project No.: 417-301C							
Date: 10/25/2013							
ACTIVITY: POST DESIGN SERVICES							
TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
Requests for Information (RFI)							
Roadway	EA	0	0		0		Covered in Original PD
Drainage	EA				0		
SPM	EA	0	4		0		Covered in the Original PD
Structures	EA	20	3		60		Based on Ramp H and I, assume 1 RFI per week for 4 months and 1 RFI per month for the final 4 months (Bridge construction should be mainly completed after 4 months)
Toll Plaza	EA				0		
RFI Subtotal					60		
Prebid Conference	LS				0		
Addenda	LS				0		
Shop Drawing Reviews							
Roadway	LS				0		
Drainage	EA				0		
SPM	EA	0	0		0		
Structures	EA				268		See Shop Drawing Worksheet
ITS	EA	0	0		0		
Shop Drawing Subtotal					268		
Plans Revisions							
Roadway	EA				0		
Drainage	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
SPM	EA				0		
Plans Revisions Subtotal					0		
Coordination	EA	16	1		16		Estimate 1 additional hour per week for 4 Months of Ramp J construction
Field Visits	EA				0		
Meetings	EA				0		
Partnering	EA				0		
TOTAL					344		

Estimator: D. Hammack

SR 417/ Boggy Creek Road Interchange Improvements
417-301 Phase 3 Post Design

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
1.0	RFI's		Each	0	0	0	0	See first sheet
1.1	Construction Assistance		LS	0	0	0	0	See first sheet
1.2	Precast Concrete U-Girder		EA	6	7.333	6	44	Review U-Girder Fabrication Drawings 6 Units Ramp J. Actual submittal = 68 sheets. Estimate 1 hour per sheet based on Parsons reviews. Original estimate was for 6 units at 4 hours each. Total = 68-24 = 44 hours.
1.3	Material Certificates		LS	0	0	0	0	
1.4	Multi-Rotational Bearings		EA	4	9	4	36	Bearings for Ramp G were submitted 4 times and bearings for Ramp J were submitted 5 times. The first two submittals were 128 sheets each. The following revisions were 16, 9 and 59 sheets. Original estimate was 24 hours for both bridges. Estimate second review at 24 hours and subsequent reviews at 4 hours each. Additional hours = 24 + 3*4 = 36 hours.
1.5	Expansion Joints		EA	0	0	0	0	
1.6	Stay-in-Place Metal Forms		Sheet	0	0	0	0	
1.7	Shoring Towers		Each	2	94	2	188	Bridge G superstructure is in place. Remaining efforts are for Ramp J. Actual submittal = 160 sheets (including calculations and plans). There have been two submittals, one original and one revised per first review comments. Estimate 1 hour per sheet for initial review and .25 hours per sheet for second review = 1.25*160 = 200 hours. Original estimate was for 2 units at 6 hours per unit. Total = 200 - 12 = 188 hours.
1.8	Temporary Beam Bracing		Sheet	0	0	0	0	
1.9	Pile Installation & Test Plans		LS	0	0	0	0	0
1.10	MSE Retaining Walls		Sheet	0	0	0	0	
1.11	Sign Structures		Sheet	0	0	0	0	
1.12	Lighting Structures		Sheet	0	0	0	0	
1.13	Signal Structures		Each	0	0	0	0	

PARSONS

201 E. Pine Street • Orlando, FL 32801 • (407) 702-6800 • Fax: (407) 702-6950 • www.parsons.com

March 4, 2015

Mr. Don Hammack, P.E.
Dewberry
520 South Magnolia Avenue
Orlando, FL 32801

**Re: SR 417/Boggy Creek Interchange
OOCEA Project Number 417-301
Supplemental for Additional Post Design Tasks**

Dear Mr. Hammack,

Please find attached a fee proposal for additional post design tasks. The additional tasks are due to receiving more contractor submittals than anticipated, with many contractor submittals having multiple revisions. The additional fee is based on the following:

1. Shop drawing revisions to the two remaining U-girder sections to be erected, Ramp H Unit 2 and Ramp I Unit 2, including revisions to the shoring towers for the two erected units. Approximately 200 sheets are anticipated.
2. Review of PT tendon elongation calculations for Ramp H Unit 2 & Ramp I Unit 2. Approximately 50 sheets are anticipated.
3. Review of up to four more sheets of contractor MOT changes for erection of Ramp H Unit 2 and Ramp I Unit 1.
4. The potential for updates to contractor change memos for Unit 2 Ramp H and Unit 2 Ramp I.
5. Additional RFI's, field visits, and coordination with the contractor and CEI related to potential contractor changes.

If you have any questions, please feel free to call.

Sincerely,
PARSONS



Ted Davidson, P.E.
Senior Project Manager
cc: file

P:\646663\PriceProposal\Phase3\PostDesign2\BoggyCreekPricePropSupPhase3Update.docx

Project # 417-301C - SR 417/ Boggy Creek Road Int	
Additional Post Design Budget Request	
2/20/15	
PARSONS	
Check Appropriate Box	
TOTAL CONTRACT FEE COMPUTATIONS	
Total Activity Salary Costs (Raw Labor)	\$26,766
Post Design Multiplier =	2.6619
PARSONS FEE	\$71,248
SUBCONSULTANTS	
	\$0.00
	\$0.00
	\$0.00
	\$0.00
SUBCONSULTANT SUBTOTAL	\$0.00
MAXIMUM FEE	\$71,248

PARSONS														Project # 417-301C - SR 417/Boggy Creek Road Int.													
Activity Salary/Costs Summary														Additional Post Design Budget Request													
ACTIVITY	Project Mgr.		Senior Engineer		Surveyor		Engineer		Engineering Technician		Clerical		Total MH		Salary Costs By Activity												
	MH	Rate/Hr	MH	Rate/Hr	MH	Rate/Hr	MH	Rate/Hr	MH	Rate/Hr	MH	Rate/Hr	By Activity														
Requests for Information	18	\$ 69.13	36	\$ 52.72																							
Prelid Conference	0	\$ 69.13	0	\$ 52.72			18	\$ 42.07	9	\$ 36.06	9	\$ 17.93	90	\$4,386													
Addenda	0	\$ 69.13	0	\$ 52.72			0	\$ 42.07	0	\$ 36.06	0	\$ 17.93	0	\$0													
Field Visits	1	\$ 69.13	2	\$ 52.72			1	\$ 42.07	0	\$ 36.06	0	\$ 17.93	4	\$217													
Shop Drawing Reviews	81	\$ 69.13	163	\$ 52.72			81	\$ 42.07	41	\$ 36.06	41	\$ 17.93	407	\$19,815													
Plans Revisions	0	\$ 69.13	0	\$ 52.72			0	\$ 42.07	0	\$ 36.06	0	\$ 17.93	0	\$0													
Coordination	8	\$ 69.13	16	\$ 52.72			8	\$ 42.07	4	\$ 36.06	4	\$ 17.93	40	\$1,949													
Meetings	2	\$ 69.13	3	\$ 52.72			2	\$ 42.07	0	\$ 36.06	1	\$ 17.93	8	\$399													
Partnering	0	\$ 69.13	0	\$ 52.72			0	\$ 42.07	0	\$ 36.06	0	\$ 17.93	0	\$0													
Survey - Office Support					0	\$0.00			0	\$0.00			0	\$0													
TOTALS	110	7,605	220	11,593			110	4,628	54	1,947	55	986	549	\$26,765													

TASK LIST

ACTIVITY: POST DESIGN SERVICES									
TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	GADD. HOURS	REMARKS		
Requests for Information (RFI)									
Roadway	EA	10	3		30		Assume 1 per month for 10 months for MOT/Lighting		
Drainage	EA				0				
SPM	EA				0				
Structures	EA	20	3		60		Assume 2 per month for 10 months		
Toll Plaza	EA				0				
RFI Subtotal					90				
Prebid Conference	LS	0	0		0				
Addenda	LS	0	0		0				
Shop Drawing Reviews									
Roadway	EA	4	8		32		See Shop Drawing Worksheet		
Drainage	EA				0				
SPM	EA				0				
Structures	EA	252	1.48809524		375		See Shop Drawing Worksheet		
Toll Plaza	EA				0				
Shop Drawing Subtotal					407				
Plans Revisions									
Roadway	EA	0	0		0				
Drainage	EA				0				
Structures	EA	0	0		0				
Toll Plaza	EA				0				
SPM	EA				0				
Plans Revisions Subtotal					0				
Coordination	LS	1	40		40		Additional coordination related to contractor changes		
Field Visits	EA	1	4		4		Assume one visit to review construction issue		
Meetings	EA	2	4		8		Additional meetings for contractor change coordination		
Partnering	EA	0	0		0		Assume 2 Partnering Meetings		
TOTAL					649				

Consultant Name: **PARSONS**
OOCEA Project No.: 417-301C Phase 3 Post Design (Additional due to contractor changes and extent of shop drawings)
Date: 2/20/2015

Project Name: SR 417/ Boggy Creek Road Interchange Improvements

Estimator: T. Davidson

PARSONS

SR 417/ Boggy Creek Road Interchange Improvements
417-301C Phase 3 Post Design (Additional due to contractor changes and extent of shop drawings)

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
1.2	Precast Concrete U-Girder		EA	200	1.5	200	300	Assume shop drawing revisions to the two remaining U-girder sections to be erected, Ramp H Unit 2 and Ramp I Unit 2. Assume revisions to the shoring towers for the two erected units.
1.3	Material Certificates		LS	0	0	0	0	Concrete Mix Designs
1.4	Multi-Rotational Bearings		EA	0	0	0	0	36 Ramp H - 18 Ramp I
1.5	Expansion Joints		EA	0	0	0	0	4 Ramp H - 3 Ramp I
1.6	Stay-in-Place Metal Forms		Sheet	0	0	0	0	Tangent and Radius for Two Bridges
1.7	Shoring Towers		Each	0	0	0	0	10 Tower Types for H - 8 For Ramp I
1.8	Temporary Beam Bracing		Sheet	0	0	0	0	Top Flange Bracing for H & I
1.9	Pile Installation & Test Plans		LS	0	0	0	0	Review for structural
1.10	MSE Retaining Walls		Sheet	0	0	0	0	10 Plans and 10 Detail Sheets
1.12	Lighting Structures		Sheet	0	0	0	0	Poles & Foundations Shop Drawings
1.16	Lighting Non-Structural		Sheet	0	0	0	0	Fixtures & Power Centers Data Sheets
1.18	Scupper Drains and Piping		Sheet	0	0	0	0	
1.19	Post-Tensioning Elongation Data		Units	50	0.5	50	25	Review elongation for Ramp H Unit 2 & Ramp I Unit 2
1.20	PT Anchorage Shop Drawings		Each	0	0	0	0	4 Basic Types
1.21	PT Systems Shop Drawings		Units	0	0	0	0	Duct, Layouts for 92 Units

1.22	Access Door/Diaphragm Screening		Sheet	0	0	0	0	0	
1.23	Prestressed Soil Anchors		Sheet	0	0	0	0	0	
1.24	MOT Changes by Contractor		EA	4	8	4	32		Assume 4 more reviews of contractor MOT changes for erection of Ramp H Unit 2 and Ramp I Unit 1.
1.25	Contractor change memos		EA Unit	2	25	2	50		Assume updates to contractor change memos for Unit 2 Ramp H and Unit 2 Ramp I.
1.26			EA	0	0	0	0		
1.27			Sheet	0	0	0	0		
1.28			Sheet	0	0	0	0		
1.29			EA	0	0	0	0		
1.30			Sheet	0	0	0	0		
1.31			EA	0	0	0	0		
1.32			Sheet	0	0	0	0		
1.33			Sheet	0	0	0	0		
1.34			Sheet	0	0	0	0		
1.35			Sheet	0	0	0	0		
1.36			Sheet	0	0	0	0		
1.37			Sheet	0	0	0	0		
1.38			LS	0	0	0	0		
1.39			Sheet	0	0	0	0		
Post Design Subtotal									407
1.40	Quality Assurance/Quality Control		LS	%	0%		0	0	
1.41	Supervision		LS	%	0%		0	0	
Post Design Total									407

CONSENT AGENDA ITEM

#11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: April 29, 2015

RE: Permit Fee for Gopher Tortoise Relocation
Florida Fish and Wildlife Conservation Commission
S.R. 429 from US 441 to North of Ponkan Road
Project No. 429-202

Board approval is requested to pay a permit fee of \$61,000.00, per the attached invoice from the Florida Fish and Wildlife Conservation Commission, for the cost to relocate gopher tortoises in the area of Project No. 429-202. Payment will be made to the Wildlife Foundation of Florida in accordance with the invoice.

cc: Joseph A. Berenis, Deputy Executive Director, Engineering, Operations, Maintenance & Construction
Laura Kelley, Deputy Executive Director, Finance and Administration
Glenn Pressimone, Director of Engineering
Contract File



**Florida Fish
and Wildlife
Conservation
Commission**

Commissioners
Richard A. Corbett
Chairman
Tampa

Brian Yablonski
Vice Chairman
Tallahassee

Ronald M. Bergeron
Fort Lauderdale

Richard Hanes
Oviedo

Aliese P. "Liesa" Priddy
Immokalee

Bo Rhyard
Panama City

Charles W. Roberts III
Tallahassee

Executive Staff

Nick Wiley
Executive Director

Eric Sutton
Assistant Executive Director

Jennifer Fitzwater
Chief of Staff

**Division of Habitat and
Species Conservation**
Thomas Eason, Ph.D.
Director

(850) 488-3831
(850) 921-7793 FAX
*Managing fish and wildlife
resources for their long-term
well-being and the benefit of
people.*

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

Bill To:

Central Florida Expressway Authority
4974 ORL Tower
ORLANDO, FLORIDA 32807
407.316.3800

Date 04/29/2015

Invoice No. 15101206

**Application
No.** 20862

For: Gopher Tortoise Conservation

Project Central Florida Expressway Authority (CFX) 429
Name: Extension Project 202

Application Number	Date	Description	Quantity	Rate	Amount
20862	04/29/2015	Gopher Tortoise Conservation			
		C. Herman/Beville Ranch	200	\$305	\$61,000.00
20862	04/29/2015	Subtotal	200		\$61,000.00
20862	04/29/2015	Balance			\$61,000.00

Please include a copy of this invoice with payment. Do not mail cash.

Make all checks payable to the Wildlife Foundation of Florida.

Remit payment to: Wildlife Foundation of Florida, P.O.Box 11010, Tallahassee, FL 32302

***Eligible refunds equal the final balance less a 3% administrative service charge assessed by the Wildlife Foundation of Florida.**

If you have additional questions, please contact the Gopher Tortoise Permit Coordinator at (850) 921-1031.

THANK YOU FOR HELPING TO CONSERVE FLORIDA'S WILDLIFE

CONSENT AGENDA ITEM

#12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

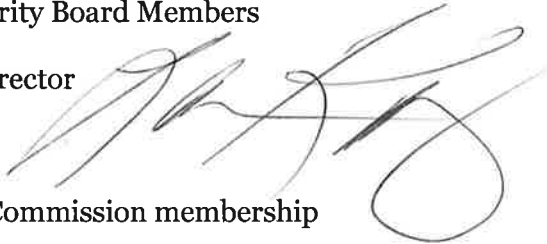
MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Laura Kelley, Deputy Executive Director

DATE: May 6, 2015

RE: Orlando Economic Development Commission membership



Per your request, staff met with the Orlando Economic Development Commission (EDC). The EDC is a not-for-profit, public-private partnership that attracts, retains and grows jobs for the region. The EDC serves Orange, Seminole, Lake and Osceola Counties and the City of Orlando – a region of about 4,000 square miles and 2.2 million people. The area served by the EDC is the same as CFX's jurisdiction. As a regional transportation authority, participation in the EDC would be an opportunity for CFX to further develop insights to the transportation needs of Central Florida.

Board approval is requested to invest \$50,000 for FY 2015/2016 for participation on the Orlando Economic Development Commission Policy Council, which includes a seat on the EDC Board of Directors.


CONSENT AGENDA ITEM

#13

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: April 28, 2015

RE: Authorization to Advertise for Request for Qualifications (RFQ) for
Federal Advocacy Services
Contract No. 001121

Board approval is requested to advertise for an RFQ for Federal Advocacy Services. The services to be provided under the contract will include, but are not limited to: attending legislative sessions considering issues affecting the CFX and appropriate legislative meetings; reviewing and reporting on all pertinent, pending legislation and appropriations affecting the CFX; preparing and coordinating responses to legislative inquiries; submitting requests for funding for various transportation projects to the United States Department of Transportation, the Federal Highway Administration, the United States Congress and other appropriate governmental agencies; meeting with staff and the Board in the development, review, and follow-up of legislative issues.

Firms that are shortlisted after the RFQ process is completed will be required to submit a technical proposal addressing their understanding and approach to providing the specific services that we require. The proposals will be reviewed and scored by the Evaluation Committee. A final ranking of the firms based on the Committee scores will be presented to the Board for acceptance and award of a contract.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Michelle Maikisch, Director of Public Affairs and Communication

CONSENT AGENDA ITEM

#14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Members of the Board

FROM: Lisa Lumbard, Interim Chief Financial Officer

DATE: May 5, 2015

RE: Adoption of Revised Investment Policy



CFX's Investment Policy requires a review every two years. As such, PFM, the Investment Advisor to CFX, and staff has reviewed and made recommendations which were presented to the Finance Committee on April 29, 2015.

Attached is a redline version of the policy. The noted recommendations include:

- Changed references from the Orlando-Orange County Expressway Authority to Central Florida Expressway Authority.
- Clarification of the scope of the investment policy to include the master bond resolution's permitted investments for bond funds.
- Expansion of the investment objectives to more accurately reflect management's strategy.
- Making general updates to reflect industry changes.
- Clarification of authorized investment types.
- Addition of two new investment sectors.

The Finance Committee recommends that the Board approve this policy as presented.

cc: Laura Kelley, Deputy Executive Director, Finance and Administration

A RESOLUTION OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING THE INVESTMENT POLICY

WHEREAS, the Central Florida Expressway Authority (“CFX”) previously adopted an “Investment Policy” on September 26, 2012 establishing the investment objectives and parameters for the management of public funds of CFX; and

WHEREAS, CFX Finance Committee has approved refinements to the Investment Policy clarifying the scope of the investment policy and the authorized investment types, updates reflecting general industry changes and adding two new investment sectors ; and

WHEREAS, CFX’s governing Board concurs in the revised Investment Policy.

**NOW, THEREFORE, BE IT RESOLVED BY CENTRAL FLORIDA
EXPRESSWAY AUTHORITY** as follows:

- Section 1. ADOPTION. The current “Investment Policy” shall be amended in accordance with the attached “Investment Policy” attached hereto as Exhibit “A”
- Section 2. CODIFICATION. This Resolution and Policy should be codified in section FIN-3 of the CFX Policies and Procedures.
- Section 3. EFFECTIVE DATE. This policy shall take effect upon adoption by the CFX governing board.

ADOPTED this _____ day of May, 2015.

Welton G. Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

Joseph L. Passiatore
General Counsel

DRAFT 4/7/15

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~~ORLANDO — ORANGE COUNTY~~
~~EXPRESSWAY AUTHORITY~~
INVESTMENT POLICY

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Of

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Approved: ~~September 26, 2012~~

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ATTACHMENT A: Glossary of Cash and Investment Management Terms

ATTACHMENT B: Investment Pool/Fund Questionnaire

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**ORLANDO—ORANGE COUNTYCENTRAL FLORIDA EXPRESSWAY
AUTHORITY
INVESTMENT POLICY**

I. PURPOSE

The purpose of this Investment Policy ("Policy") is to set forth the investment objectives and parameters for the management of public funds of the Orlando—Orange CountyCentral Florida Expressway Authority (hereinafter the "AuthorityCFX"). These policies are designed to ensure the prudent management of public funds by the AuthorityCFX, the availability of operating and capital funds when needed by the AuthorityCFX and an investment return for the AuthorityCFX competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this Policy applies to all cash and investments held or controlled by the AuthorityCFX and shall be identified as operating funds, reserve funds or bond funds of the AuthorityCFX (the "Portfolio"). In connection with the investment of proceeds of bonds issued by the AuthorityCFX, the AuthorityCFX's master bond resolution permitted investments will be in addition are included toin the authorized investments in Section XV of this Policy.

III. INVESTMENT OBJECTIVES

Safety of Principal The foremost objective of the AuthorityCFX's investment program is the safety of the principal of those funds within the Portfolio. Investment transactions shall seek to be consistent with the other investment objectives, which are to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value.

Maintenance of Liquidity The Portfolio shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements of the AuthorityCFX in an orderly manner. Periodical cash flow analyses will be completed in order to ensure that the Portfolio is positioned to provide sufficient liquidity.

Return on Investment The Portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. However, return is attempted through active management where the Investment Manager utilizes a total return strategy (which includes both realized and unrealized gains and losses in the Portfolio). This total return strategy seeks to increase the value of the Portfolio through reinvestment of income and capital gains. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Despite this, an Investment Manager may trade to recognize a loss from time to time to achieve a perceived relative value based on its potential to enhance the total return of the Portfolio.

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IV. DELEGATION OF AUTHORITY

In accordance with the AuthorityCFX's administrative policies, the responsibility for providing oversight and direction in regard to the management of the investment program and the Portfolio resides with the AuthorityCFX's Finance Committee. The Executive Director and Chief Financial Officer of the AuthorityCFX have the ultimate authority and responsibility for the investment program and the management of the Portfolio. The management responsibility for all Authority funds in the Portfolio and investment transactions is delegated to the AuthorityCFX's Chief Financial Officer and Authorized Staff members. The Chief Financial Officer shall account for all Authority funds in the Portfolio. The Chief Financial Officer shall establish written procedures for the operation of the investment portfolio and a system of internal accounting and administrative controls to regulate the activities of employees. The AuthorityCFX may employ an investment manager (an "Investment Manager"), to assist in managing the Portfolios. Such Investment Manager must be registered under the Investment Advisers Act of 1940. The Chief Financial Officer shall be responsible for monitoring and regulating the activities of Authorized Staff and the Investment Manager involved with the investment program. The Authorized Staff is limited to the following positions:

- Chief Financial Officer
- Manager of Finance and Accounting
- Assistant Manager of Finance and Accounting

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by the Authorized Staff shall be the "Prudent Person" standard and shall be applied in the context of managing the Portfolio. Authorized Staff acting in accordance with written procedures and this Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported in a timely fashion to the Executive Director and Finance Committee and that the securities involved are liquidated or sold accordance with the terms of this policy. The "Prudent Person" rule states the following:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by Authorized Staff who are officers or employees is the "Prudent Person" standard, any person or firm hired or retained as an Investment Manager, or otherwise retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the Investment Manager shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

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VI. ETHICS AND CONFLICTS OF INTEREST

Authorized Staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Also, Authorized Staff or other employees involved in the investment process shall disclose in writing to [the AuthorityCFX](#) and the Board any material financial interests in financial institutions that conduct business with the Board, and they shall further disclose any material personal financial/investment positions that could be related to the performance of [the AuthorityCFX](#)'s Portfolio.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Chief Financial Officer shall establish a system of internal controls and operational procedures to protect [the AuthorityCFX](#)'s assets, including the Portfolio, and ensure proper accounting and reporting of the transactions related thereto. No person may engage in an investment transaction except as authorized under the terms of this Policy. Independent auditors shall conduct a review of the system of internal controls with respect to, among other things, the Portfolio and the investment thereof as a normal part of the annual financial audit of [the AuthorityCFX](#). Such internal controls shall include, but not limited to, the following:

Separation of functions:

By separating the person who authorizes or performs the transaction from the person or persons who record or otherwise account for the transaction, a proper separation of duties is achieved.

Custodial safekeeping:

Securities purchased from any bank or dealer, including appropriate collateral, shall be placed into a third party bank for custodial safekeeping.

Clear delegation of authority to subordinate staff members:

Subordinate staff must have a clear understanding of their authority and responsibilities to avoid any improper actions. Clear delegation of authority also preserves the internal control structure that is built around the various staff positions and their respective responsibilities.

Written confirmation of electronically initiated transactions for investments and wire transfers:

Due to the potential for error and improprieties arising from telephone or other electronically initiated transactions, all such transactions should be supported by written communications and approved by an individual other than the individual initiating said transaction. Repetitive wires do not require a secondary approval; however, all non-repetitive wires shall have secondary approval.

Documentation of transactions and strategies:

All transactions and the strategies that were used to develop said transactions should be documented in writing and approved by the appropriate person.

VIII. CONTINUING EDUCATION

The Chief Financial Officer and appropriate Authorized Staff shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized Staff and Investment Manager shall only purchase securities from financial institutions, which are qualified as public depositories by the Treasurer, or Chief Financial Officer of the State of Florida, institutions designated as "Primary Securities Dealers" as designated by the Federal Reserve Bank of New York, direct issuers of commercial paper and bankers' acceptances, approved non-primary securities dealers, or Minority/Women Disadvantaged Business Enterprise ("M/WBE") securities dealers. The Investment Manager shall utilize and maintain its own list of approved primary dealers, non-primary securities dealers and M/WBE securities dealers. The Investment Manager will provide a monthly quarterly report to the Authority CFX detailing the M/WBE trading activity.

Authorized Staff and Investment Manager shall only enter into Repurchase agreements with "Primary Securities Dealers" as designated by the Federal Reserve Bank of New York and financial institutions that are state qualified public depositories.

X. MATURITY AND LIQUIDITY REQUIREMENTS

A. To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements of the Authority CFX. Investments of current operating funds shall have maturities of no longer than twenty-four (24) months. Investments of bond reserves, construction funds, and other non-operating funds ("core funds") shall have a term appropriate to the need for funds and in accordance with debt covenants. The purchase of investments for core funds with maturities longer than five and a half (5.50) years requires the Authority CFX's approval prior to purchase. However, final maximum maturity for any investment is limited to ten (10) years. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreements.

B. Investments do not necessarily have to be made for the same length of time that the funds are available. The basic criteria for consideration for investments are listed below:

1. Keep maturities short in a period of constantly rising interest rates based on Treasury bill auctions or the daily Federal Funds rate.
2. Keep maturities short in a period of a flat or an inverted treasury yield curve.
3. Maturities should be lengthened when the treasury yield curve is normal and is expected to remain that way based on economic reports taken as a whole. The yield curve is normal when short-term rates are lower than long-term rates.
4. Maturities should be lengthened when interest rates are expected to fall based on economic reports taken as a whole.
5. The yield curves of the market should be analyzed for significant breaks in yields over various maturity dates. The points at which the yield curve breaks are the points at which there are significant marginal

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~~declines in yields for incremental changes in the maturity dates. Investments should be made at these breaks in the yield curve so that yields will be maximized.~~

XI. RISK AND DIVERSIFICATION

The Portfolio shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which these securities are bought and sold. The Chief Financial Officer shall determine diversification strategies within the established guidelines.

XII. MASTER REPURCHASE AGREEMENT

~~The Authority~~CFX will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the [SIFMA](#) Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the [SIFMA](#) Master Repurchase Agreement.

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XIII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements is specifically prohibited by this investment policy, unless permitted in Section XV of this Policy. A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. However, for the purpose of a financing mechanism for funding the AuthorityCFX’s Five-Year Work Plan, derivatives are permitted. Please refer to the AuthorityCFX’s Swap Policy.

XIV. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Investment Manager or the Chief Financial Officer has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) reputable, qualified, and financially sound banks and/or dealers must be contacted and asked to provide bids on securities in questions. Bids will be held in confidence until the highest bid is determined and awarded.

However, on an exception basis, securities may be purchased utilizing the comparison to current market price method. Acceptable current market price providers include, but are not limited to:

- A. Telerate Information System TradeWeb,
- B. Bloomberg Information Systems,
- C. The Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing,
- D. Daily market pricing provided by the AuthorityCFX’s custody agents or their correspondent institutions,
- E. Such other current market price provider that the Investment Manager shall recommend to the AuthorityCFX as a regular provider of such information.

Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the Investment Manager, the AuthorityCFX, or Chief Financial Officer, competitive bidding would inhibit the selection process.

Examples of when this method may be used include:

- A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process.
- B. When no active market exists for the issue being traded due to the age or depth of the issue.
- C. When a security is unique to a single dealer, for example, a private placement.
- D. When the transaction involves new issues or issues in the “when issued” market.

Overnight sweep repurchase agreements will not be bid, but may be placed with the depository bank relating to the demand account for which the repurchase agreement was purchased.

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XV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the Authority's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, Authorized Staff may sell an investment at the then-prevailing market price and place the proceeds into the proper account at the Board's custodian.

The following are the guidelines for investments and limits on security types, issuers, and maturities as established by the Authority. The Authority or the Chief Financial Officer shall have the option to further restrict investment percentages from time to time based on market conditions. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment, at the time of purchase. Investments not listed in this Policy are prohibited. The following is a summary table of the permitted investments and their respective allocation limits. The allocation limits are for non-bond proceeds.

Permitted Investments

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement ¹	Maximum Maturity	Master Bond Resolution Permitted Investments	Formatted: Font: (Default) Times New Roman
U.S. Treasury	100%	100%	N/A	5.50 Years (5.50 Years avg. life ⁴ for GNMA)	X	Formatted: Font: (Default) Times New Roman
GNMA		40%			X	Formatted: Font: (Default) Times New Roman
Other U.S. Government Guaranteed (e.g., AIG, GTC)		10%			X	Formatted: Font: (Default) Times New Roman
Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB*	75%	40% ³	N/A	5.50 Years	X	Formatted: Font: (Default) Times New Roman
Federal Agency/GSE other than those above		10%			X	Formatted: Font: (Default) Times New Roman
Supranationals where U.S. is a shareholder and voting member	25%	10%	Highest ST or Two Highest LT Rating Categories (A-1/P-1, AAA/Aaa, or equivalent)	5.50 Years	*	Formatted: Font: (Default) Times New Roman
Corporates	50% ²	5%	Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)	5.50 Years	*	Formatted: Font: (Default) Times New Roman
Municipals	25%	5%	Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent)	5.50 Years	X	Formatted: Font: (Default) Times New Roman
Agency Mortgage-Backed Securities (MBS)	25%	40% ³	N/A	5.50 Years Avg. Life ⁴	*	Formatted: Font: (Default) Times New Roman
Asset-Backed Securities (ABS)	25%	5%	Highest ST or LT Rating (A-1+/P-1, AAA/Aaa, or equivalent)	5.50 Years Avg. Life ⁴	*	Formatted: Font: (Default) Times New Roman
Depository Accounts with Qualified Public Depositories	75%	50%	N/A	N/A	X	Formatted: Not Highlight
Non-Negotiable Collateralized Bank Deposits or Savings Accounts	50%	None, if fully collateralized	None, if fully collateralized.	2 Years	X	Formatted: Font: (Default) Times New Roman
Commercial Paper (CP)	50% ²	5%	Highest ST Rating Category (A-1/P-1, or equivalent)	270 Days	X	Formatted: Font: (Default) Times New Roman
Bankers' Acceptances (BAs)	10% ²	5%	Highest ST Rating Category (A-1/P-1, or equivalent)	180 Days	X	Formatted: Font: (Default) Times New Roman

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Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement ¹	Maximum Maturity	Master Bond Resolution Permitted Investments
Repurchase Agreements (Repo or RP)	40%	20%	Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent). If the counterparty is a Federal Reserve Bank, no rating is required.	1 Year	X
Money Market Funds (MMFs)	50%	25%	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A	X
Fixed-Income Mutual Funds	25%	10%	N/A	3 Years	
Intergovernmental Pools (LGIPs)	50%	25%	Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LGIP (AAAm/AAAF, S1, or equivalent)	N/A	
Florida Local Government Surplus Funds Trust Funds ("Florida Prime")	25%	N/A	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A	X
Notes: ¹ Rating by at least one SEC-registered Nationally Recognized Statistical Rating Organization ("NRSRO"), unless otherwise noted. ST=Short-term; LT=Long-term. ² Maximum allocation to all corporate and bank credit instruments is 50% combined. ³ Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%. ⁴ The maturity limit for MBS and ABS is based on the expected average life at time of settlement, measured using Bloomberg or other industry standard methods. ⁵ Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).					

- 1) U.S. Treasury & Government Guaranteed - U.S. Treasury obligations, and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.
- 2) Federal Agency/GSE - Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality or government-sponsored enterprise (GSE).
- 3) Supranationals - U.S. dollar denominated debt obligations of a multilateral organization of governments where U.S. is a shareholder and voting member.
- 4) Corporates - U.S. dollar denominated corporate notes, bonds or other debt obligations issued or guaranteed by a domestic or foreign corporation, financial institution, non-profit, or other entity.
- 5) Municipals - Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality or other unit of local government of any State or territory.
- 6) Agency Mortgage Backed Securities - Mortgage-backed securities (MBS), backed by residential, multi-family or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise, including but not limited to pass-throughs, collateralized mortgage obligations (CMOs) and REMICs.
- 7) Asset-Backed Securities - Asset-backed securities (ABS) whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans.

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8) Depository Accounts with Qualified Public Depositories - Banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

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9) Non-Negotiable Certificate of Deposit and Savings Accounts - Non-negotiable interest bearing time certificates of deposit, or savings accounts in banks organized under the laws of this state or in national banks organized under the laws of the United States and doing business in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

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10) Commercial Paper - U.S. dollar denominated commercial paper issued or guaranteed by a domestic or foreign corporation, company, financial institution, trust or other entity, including both unsecured debt and asset-backed programs.

11) Bankers' Acceptances - Bankers' acceptances issued, drawn on, or guaranteed by a U.S. bank or U.S. branch of a foreign bank.

12) Repurchase Agreements - Repurchase agreements (Repo or RP) that meet the following requirements:

- a. Must be governed by a written SIFMA Master Repurchase Agreement which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the Counterparty default or fail to provide full timely repayment.
- b. Counterparty must be a Federal Reserve Bank, a Primary Dealer as designated by the Federal Reserve Bank of New York, or a nationally chartered commercial bank.
- c. Securities underlying repurchase agreements must be delivered to a third party custodian under a written custodial agreement and may be of deliverable or tri-party form. Securities must be held in CFX's custodial account or in a separate account in the name of CFX.
- d. Acceptable underlying securities include only securities that are direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States, or U.S. Agency-backed mortgage related securities.
- e. Underlying securities must have an aggregate current market value of at least 102% (or 100% if the counterparty is a Federal Reserve Bank) of the purchase price plus current accrued price differential at the close of each business day.
- f. Final term of the agreement must be 1 year or less.

13) Money Market Funds - Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7.

A thorough investigation of any money market fund is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

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14) Fixed-Income Mutual Funds - Shares in open-end and no-load fixed-income mutual funds whose underlying investments would be permitted for purchase under this policy and all its restrictions.

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15) Local Government Investment Pools - State, local government or privately-sponsored investment pools that are authorized pursuant to state law.

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A thorough investigation of any intergovernmental investment pool is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

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- 16) The Florida Local Government Surplus Funds Trust Funds ("Florida Prime") A thorough investigation of the Florida Prime is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus or portfolio report must be obtained.

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General Investment and Portfolio Limits

1. General investment limitations:

- a. Investments must be denominated in U.S. dollars and issued for legal sale in U.S. markets.
- b. Minimum ratings are based on the highest rating by any one Nationally Recognized Statistical Ratings Organization ("NRSRO"), unless otherwise specified.
- c. All limits and rating requirements apply at time of purchase.
- d. Should a security fall below the minimum credit rating requirement for purchase, the Investment Advisor will notify the Chief Financial Officer.
- e. The maximum maturity (or average life for MBS/ABS) of any investment is 5.50 years. Maturity and average life are measured from settlement date. The final maturity date can be based on any mandatory call, put, pre-refunding date, or other mandatory redemption date.

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2. General portfolio limitations:

- a. The maximum effective duration of the aggregate portfolio is 3 years.
- b. Maximum exposure to issuers in any non-U.S. country cannot exceed 10 percent per country.

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3. Investment in the following are permitted, provided they meet all other policy requirements:

- a. Callable, step-up callable, called, pre-refunded, puttable and extendable securities, as long as the effective final maturity meets the maturity limits for the sector
- b. Variable-rate and floating-rate securities
- c. Subordinated, secured and covered debt, if it meets the ratings requirements for the sector
- d. Zero coupon issues and strips, excluding agency mortgage-backed Interest-only structures (I/Os)
- e. Treasury TIPS

4. The following are NOT PERMITTED investments, unless specifically authorized by statute and with prior approval of the governing body:

- a. Trading for speculation
- b. Derivatives (other than callables and traditional floating or variable-rate instruments)
- c. Mortgage-backed interest-only structures (I/Os)
- d. Inverse or leveraged floating-rate and variable-rate instruments
- e. Currency, equity, index and event-linked notes (e.g. range notes), or other structures that could return less than par at maturity
- f. Private placements and direct loans, except as may be legally permitted by Rule 144A or commercial paper issued under a 4(2) exemption from registration
- g. Convertible, high yield, and non-U.S. dollar denominated debt
- h. Short sales
- i. Use of leverage
- j. Futures and options
- k. Mutual funds, other than fixed-income mutual funds and ETFs, and money market funds
- l. Equities, commodities, currencies and hard assets
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Security Type	Rating Requirement	Maturity Limits	Issuers Limits	Total Permitted Allocation	Master Bond Resolution Permitted Investments
Florida PRIME	AAAm			25%	X
United States Government Securities		10 years		100%	X
United States Government Agency Securities		10 years	25%	50%	X
Federal Instrumentalities		10 years	30%	80%	X
Non-Negotiable Interest-Bearing Time Deposits		1 year	25%	50%	X
Depository Accounts with Qualified Public Depositories			50%	75%	X
Repurchase Agreements		90 days	25%	50%	X
Commercial Paper	A1/P1	270 days	10%	35%	X
Corporate Notes	A	5 years	5%	25%	
Bankers Acceptances	A1/P1	180 days	20%	35%	X
State and/or Local Government Taxable and/or Tax-Exempt Debt	A	5 years	10%	20%	X
Registered Investment Companies (Money Market Funds)	AAAm		25%	50%	X
Intergovernmental Investment Pool	AAAm			25%	
Mortgage-Backed Securities (MBS)		10 years	20%	30%	
Registered Investment Companies (Mutual Funds)		3 years	10%	25%	

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- The Florida PRIME
- 0. — Investment Authorization

~~Authorized Staff may invest in the Florida PRIME. Any investment with the Florida PRIME will be evaluated with the same criteria as Money Market Mutual Funds, detailed in section K.~~

- 0. — Portfolio Composition

~~A maximum of 25% of available funds may be invested in the Florida PRIME.~~

- 0. — Rating Requirements

~~As with any other Intergovernmental Investment Pool, it shall be rated "AAAm" by Standard & Poor's or the equivalent by another Nationally Recognized Statistical Rating Organization ("NRSRO").~~

- 0. — Due Diligence Requirements

~~A thorough investigation of the Florida PRIME is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Investment Advisor that will contain a list of due diligence considerations that deal with the major aspects of any~~

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~~investment pool/fund. A current prospectus or equivalent documentation, including and Investment Policy, Financial Statements, and Portfolio Holdings must be obtained.~~

~~B. United States Government Securities~~

~~1. Purchase Authorization~~

~~Authorized Staff may invest in negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:~~

~~Cash Management Bills
Treasury Securities—State and Local Government Series (SLGS)
Treasury Bills
Treasury Notes
Treasury Bonds
Treasury Strips~~

~~2. Portfolio Composition~~

~~A maximum of 100% of available funds may be invested in the United States Government Securities.~~

~~3. Maturity Limitations~~

~~The length to maturity of any direct investment in a United States Government Security is five (5) years from the date of purchase. Maturities longer than five (5) years require the Authority's approval and will not exceed a final maximum maturity of ten (10) years.~~

~~C. United States Government Agencies (full faith and credit of the United States Government)~~

~~1. Purchase Authorization~~

~~Authorized Staff may invest in bonds, debentures or notes issued or guaranteed by the United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities will include, but not be limited to the following:~~

~~Government National Mortgage Association
United States Export—Import Bank
—— Direct obligations or fully guaranteed certificates of beneficial ownership
Farmer Home Administration
—— Certificates of beneficial ownership
Federal Financing Bank
—— Discount notes, notes and bonds
Federal Housing Administration Debentures
General Services Administration
United States Maritime Administration Guaranteed
—— Title XI Financing
New Communities Debentures
—— United States Government guaranteed debentures~~

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~~United States Public Housing Notes and Bonds~~
~~United States Government-guaranteed public housing notes and bonds~~
~~United States Department of Housing and Urban Development~~
~~Project notes and local authority bonds~~

2. ~~Portfolio Composition~~

~~A maximum of 50% of available funds may be invested in United States Government agencies.~~

3. ~~Limits on Individual Issuers~~

~~A maximum of 25% of available funds may be invested in individual United States Government agencies.~~

4. ~~Maturity Limitations~~

~~The length to maturity of any direct investment in a United States Government Agency Security is five (5) years from the date of purchase. Maturities longer than five (5) years require the Authority's approval and will not exceed a final maximum maturity of ten (10) years.~~

D. ~~Federal Instrumentalities (United States Government-sponsored agencies which are non-full faith and credit).~~

1. ~~Purchase Authorization~~

~~Authorized Staff may invest in bonds, debentures or notes issued or guaranteed by United States Government-sponsored agencies (Federal Instrumentalities which are non-full faith and credit agencies) limited to the following:~~

~~Federal Farm Credit Bank (FFCB)
Federal Home Loan Bank or its District banks (FHLB)
Federal National Mortgage Association (FNMA)
Federal Home Loan Mortgage Corporation (Freddie Macs) including Federal Home Loan Mortgage Corporation participation certificates~~

2. ~~Portfolio Composition~~

~~A maximum of 80% of available funds may be invested in Federal Instrumentalities.~~

3. ~~Limits on Individual Issuers~~

~~A maximum of 30% of available funds may be invested in any one issuer.~~

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4. Maturity Limitations

The length to maturity of any direct investment in a Federal Instrumentality is five (5) years from the date of purchase. Maturities longer than five (5) years require the Authority's approval and will not exceed a final maximum maturity of ten (10) years.

E. Non-Negotiable Interest Bearing Time Certificates of Deposit

1. Purchase Authorization

Authorized Staff may invest in non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in non-negotiable interest bearing time certificates of deposit or savings accounts.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be deposited with any one issuer.

Maturity Limitations

The maximum maturity on any certificate shall be no greater than one (1) year from the date of purchase.

F. Depository Accounts with Qualified Public Depositories

1. Purchase Authorization

Authorized Staff may deposit funds in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

2. Portfolio Composition

A maximum of 75% of available funds may be invested in depository accounts.

3. Limits on Individual Issuers

A maximum of 50% of available funds may be deposited with any one bank.

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G. Repurchase Agreements

1. Purchase Authorization

- a. Authorized Staff may invest in repurchase agreements comprised of only those investments based on the requirements set forth by the Authority's Master Repurchase Agreement. All firms with whom the Authority enters into repurchase agreements will have in place an executed Master Repurchase Agreement with the Authority.
- b. A third party custodian shall hold collateral for all repurchase agreements with a term longer than one (1) business day.
- c. Securities authorized for collateral are negotiable direct obligations of the United States Government and Federal Instrumentalities with maturities under five (5) years and must have a mark-to-market value at a minimum of 102 percent during the term of the repurchase agreement. Immaterial short-term deviations from 102 percent requirement are permissible only upon the approval of the Authorized Staff.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in repurchase agreements with the exception of one (1) business day agreements and overnight sweep agreements.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be invested with any one institution with the exception of one (1) business day agreements and overnight sweep agreements.

4. Maturity Limitations

The maximum length to maturity of any repurchase agreement is 90 days from the date of purchase.

H. Commercial Paper

1. Purchase Authorization

Authorized Staff may invest in commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper). If backed by a letter of credit (LOC), the long-term debt of the LOC provider must be rated at least "A" by at least two NRSROs.

2. Portfolio Composition

A maximum of 35% of available funds may be directly invested in prime commercial paper.

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3. Limits on Individual Issuers

A maximum of 10% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for prime commercial paper shall be 270 days from the date of purchase.

I. Corporate Notes

1. Purchase Authorization

The Authorized Staff may invest in corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, at a minimum single "A" category by any two NRSROs.

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in corporate notes.

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for corporate notes shall be five (5) years from the date of purchase.

J. Bankers' Acceptances

1. Purchase Authorization

Authorized Staff may invest in bankers' acceptances which are issued by a domestic bank which has at the time of purchase, an unsecured, uninsured and unguaranteed obligation rating of at least "Prime 1" by Moody's or "A-1" by Standard & Poor's.

2. Portfolio Composition

A maximum of 35% of available funds may be directly invested in bankers' acceptances.

3. Limits on Individual Issuers

A maximum of 20% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for bankers' acceptances shall be 180 days from the date of purchase.

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~~K. State and/or Local Government Taxable and/or Tax-Exempt Debt~~

~~1. Purchase Authorization~~

~~Authorized Staff may invest in state and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least a minimum single "A" Category by two NRSROs, or rated at least "VMIG2" by Moody's or "A-2" by Standard & Poor's for short-term debt.~~

~~2. Portfolio Composition~~

~~A maximum of 20% of available funds may be invested in taxable and tax-exempt debts.~~

~~3. Limits on Individual Issuers~~

~~A maximum of 10% of available funds may be invested with any one issuer.~~

~~4. Maturity Limitations for Fixed Income Securities~~

~~A maximum length to maturity for an investment in any state or local government debt security is five (5) years from the date of purchase.~~

~~5. Maturity Limitations for Variable Rate Demand Obligations~~

~~A maximum length to maturity for an investment in any state or local government debt security is the shorter of put or tender date, where the put or tender does not expire for the life of the security, or final maturity.~~

~~L. Registered Investment Companies (Money-Market Mutual Funds)~~

~~1. Investment Authorization~~

~~Authorized Staff may invest in shares in open-end and no-load money-market funds provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7, which stipulates that money-market funds must have an average weighted maturity of 60 days or less. In addition, the share value of the money-market funds must equal to \$1.00.~~

~~2. Portfolio Composition~~

~~A maximum of 50% of available funds may be invested in money-market funds.~~

~~3. Limits of Individual Issuers~~

~~A maximum of 25% of available funds may be invested with any one money-market fund.~~

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4. Rating Requirements

The money market funds shall be rated "AAAm" by Standard & Poor's or the equivalent by another NRSRO.

5. Due Diligence Requirements

A thorough review of any money market fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Investment Advisor that will contain a list of questions that covers the major aspects of any investment pool/fund. A current prospectus must be obtained and/or current pool documents and portfolio reports.

M. Intergovernmental Investment Pool

1. Investment Authorization

Authorized Staff may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in s. 163.01, F.S.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in intergovernmental investment pools.

3. Rating Requirements

The intergovernmental investment pools shall be rated "AAAm" by Standard & Poor's or the equivalent by another NRSRO.

4. Due Diligence Requirements

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Investment Advisor that will contain a list of questions that covers the major aspects of any investment pool. A current prospectus must be obtained and/or current pool documents and portfolio reports.

N. Mortgage-Backed Securities (MBS)

1. Investment Authorization

The Authorized Staff may invest in mortgage-backed securities (MBS) which are based on mortgages that are guaranteed by a government agency or GSE for payment of principal and a guarantee of timely payment.

2. Portfolio Composition

A maximum of 30% of available funds may be invested in MBS.

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3. Limits of Individual Issuers

A maximum of 20% of available funds may be invested with any one issuer.

4. Maturity Limitations

A maximum length to maturity for an investment in any MBS is ten (10) years from the date of purchase. Maturities longer than five (5) years require the Authority's approval.

The maturity of mortgage securities shall be considered the date corresponding to its average life. This date reflects the average number of years that each dollar of unpaid principal due on the MBS remains outstanding. The average life may be different from the stated legal maturity included in a security's description.

Q. Registered Investment Companies (Mutual Funds)

1. Investment Authorization

The Authorized Staff may invest in any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in mutual funds.

3. Limits of Individual Issuers

A maximum of 10% of available funds may be invested with any one mutual fund.

4. Duration Limitations

A maximum target duration for a mutual fund is three (3) years as defined in the prospectus.

5. Due Diligence Requirements

A thorough review of any mutual fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Investment Advisor that will contain a list of questions that covers the major aspects of any mutual fund. A current prospectus must be obtained and/or current documents and portfolio reports.

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XVI. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolio's performance, ~~the Authority~~CFX will use performance benchmarks. The use of benchmarks will allow ~~the Authority~~CFX to measure its returns against other investors in the same markets.

- A. The S&P Rated GIP Index Government 30 Day Gross Yield Index will be used as a benchmark as compared to the portfolios' net book value rate of return for current operating funds.
- B. Investment performance of funds designated as reserve funds and other non-operating funds (~~core funds~~) that have a longer-term investment horizon will be compared to ~~an index comprised of U.S. Treasury or Government securities~~~~the Bank of America Merrill Lynch 1-3 Year U.S. Treasury/Agency Index~~. ~~The appropriate~~This index will havehas a duration and asset mix that approximates-is similar to the pPortfolios and will be utilized as a benchmark to be compared to the Pportfolio's total rate of return.

XVII. REPORTING

The Chief Financial Officer and/or Investment Manager shall provide the Executive Director and the Finance Committee with at least quarterly investment reports. Schedules in the quarterly report should include the following:

- A. A listing of individual securities held at the end of the reporting period
- B. Percentage of available funds represented by each investment type
- C. Coupon, discount or earning rate
- D. Final maturity date of all investments
- E. Book value and market value

On an annual basis, the Investment Manager shall prepare and submit to the Finance Committee a written report on all invested funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value and the yield on each investment.

The annual report will show performance on both a book value and total rate of return basis when required and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per GASB standards. Investment reports shall be available to the public.

XVIII. THIRD-PARTY CUSTODIAL AGREEMENTS

All securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchased by, and all collateral obtained by, ~~the Authority~~CFX should be properly designated as an asset of ~~the Authority~~CFX. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has

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a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The AuthorityCFX will execute a third party custodial agreement(s) with its bank(s) and depository institution(s). Such agreements may include letters of authority from the AuthorityCFX, details as to the responsibilities of each party, method of notification of security purchases, sales and delivery procedures related to repurchase agreements and wire transfers, safekeeping and transaction costs, procedures in case of wire failure or other unforeseen mishaps and describing the liability of each party.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the AuthorityCFX and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the AuthorityCFX with safekeeping receipts that provide detail information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XIX. INVESTMENT POLICY ADOPTION

The investment policy shall be adopted by Board resolution. The Chief Financial Officer, Executive Director and the Finance Committee shall review the policy every two years and the Board shall approve any modification made thereto.

APPROVED AND ADOPTED BY THE BOARD ON THIS 26th XX day of September XX 2012.

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Attachment A

Glossary of Cash and Investment Management Terms

The following is a glossary of key investing terms, many of which appear in CFX's Investment Policy. This glossary clarifies the meaning of investment terms generally used in cash and investment management. This glossary has been adapted from the GFOA Sample Investment Policy and the Association of Public Treasurers of the United States and Canada's Model Investment Policy.

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans, and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10, and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30-year new issues having a minimum size of \$1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

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Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance, and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash-flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC, and PTC

(as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities which contain an imbedded call option giving the issuer the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In "plain vanilla" CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a

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more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days and given a short-term debt rating by one or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party to a transaction will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution, or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement, and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his/her own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs, and BAs clear through DTC.

Derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities). For hedging purposes, common derivatives are options, futures, interest rate swaps, and swaptions.

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are \$1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues, they simply add organization and liquidity to the intermediate- and long-term Agency market.

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Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets exist.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances, and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries, and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 $\frac{1}{2}$, would have a principal cost of \$955 per \$1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash-flows, where the present values of the cash-flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated

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businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its "designated note" program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" and "TAP" programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities, and MBS. Also issues notes under its "reference note" program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "benchmark note" program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the "Federal Reserve Board" and headed by its Chairman.

Financial Industry Regulatory Authority, Inc. (FINRA). A private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission (SEC).

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Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or "floater"). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also "Variable Rate Security."

Freddie Mac. See "Federal Home Loan Mortgage Corporation."

Ginnie Mae. See "Government National Mortgage Association."

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that are actually full faith and credit of the U.S. government).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. government, but they are not direct obligations of the U.S. government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Examples of GSEs include: FHLB, FHLMC, FNMA, and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

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2. **Separation of transaction authority from accounting and record keeping** - A separation of duties is achieved by separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction.
3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations, and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade. Bonds considered suitable for preservation of invested capital, including bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Additionally, it is a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (e.g., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one-year period.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

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Master Repurchase Agreement. A widely accepted standard agreement form published by the Securities Industry and Financial Markets Association (SIFMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject to "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMF's carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA, and FHLMC. There are a variety of MBS structures with varying levels of risk and complexity. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. The largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (e.g., bond, equity, and money market funds), all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets including securities, cash, and any accrued earnings, then subtracting the total assets from the fund's liabilities, and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

$$\frac{[(\text{Total assets}) - (\text{Liabilities})]}{(\text{Number of shares outstanding})}$$

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NRSRO. A "Nationally Recognized Statistical Rating Organization" (NRSRO) is a designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, S&P, Fitch, and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. A Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. The face value, stated value, or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. A designation given to certain government securities dealer by the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are the largest buyers and sellers by volume in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody's.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Expert Rule. Standard that requires that a fiduciary manage a portfolio with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. This statement differs from the "prudent person" rule in that familiarity with such matters suggests a higher standard than simple prudence.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the "prudent person" standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository - Per Subsection 280.02(26), F.S., "qualified public depository" means any bank, savings bank, or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States.
2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.

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3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 et seq.
4. Has procedures and practices for accurate identification, classification, reporting, and collateralization of public deposits.
5. Meets all requirements of Chapter 280, F.S.
6. Has been designated by the Chief Financial Officer as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels, a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See "Unrealized Gains (Losses)."

Reference Bills: FHLMC's short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency, and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC's Reference Bills are unsecured general corporate obligations. This program supplements the corporation's existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC's intermediate-term debt program with issuances of 2, 3, 5, 10, and 30-year maturities. Initial issuances range from \$2 - \$6 billion with re-openings ranging \$1 - \$4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor's custodial bank, or "tri-party" where the securities are delivered to a third party intermediary. Any type of security can be used as "collateral," but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate Securities Industry and Financial Markets Association (SIFMA) approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

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Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Industry and Financial Markets Association (SIFMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the SIFMA also recommends bond market closures and early closes due to holidays.

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to "loan" the investor's investment holdings, reinvest the proceeds in permitted investments, and shares any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g., FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Supranational. Supranational organizations are international financial institutions that are generally established by agreements among nations, with member nations contributing capital and participating in management. These agreements provide for limited immunity from the laws of member countries. Bonds issued by these institutions are part of the broader class of Supranational, Sovereign, and Non-U.S. Agency (SSA) sector bonds. Supranational bonds finance economic and infrastructure development and support environmental protection, poverty reduction, and renewable energy around the globe. For example, the World Bank, International Finance Corporation (IFC), and African Development Bank (AfDB) have "green bond" programs specifically designed for energy resource conservation and management. Supranational bonds, which are issued by multi-national organizations that transcend national boundaries. Examples include the World Bank, African Development Bank, and European Investment Bank.

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5, and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

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Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes, and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week, and 26-week T-Bills.

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. government and issued with maturities of ten years and longer by the U.S. Department of the Treasury.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 3-year, 5-year, and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC Rule 15c3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually, or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term

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investments have higher yields, or "inverted" (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as "Yield to Maturity," except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security's yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash-flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call," and "Yield to Maturity."

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills. In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web-based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds. Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2-, 3-, 5-, 10- and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30-year new issues having a minimum size of \$1 billion, with re-openings based on investor demand to further enhance

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liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond Market Association (BMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the BMA also recommends bond market closures and early closes due to holidays.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC and PTC

(as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European—one time calls; (2) Bermudan—periodically on a predetermined schedule (quarterly, semi-annual, annual); and (3) American—continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities, which contain an imbedded call option giving the issuer, the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

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Collateral.—Investment securities or other property that a borrower pledges to secure repayment of a loan; secure deposits of public monies; or provide security for a repurchase agreement.

Collateralization.—Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO).—A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In “plain vanilla” CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper.—Short-term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

Convexity.—A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note.—A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty.—The other party in a two-party financial transaction. “Counterparty risk” refers to the risk that the other party, to a transaction, will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate.—Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield.—Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody.—Safekeeping services offered by a bank, financial institution or trust company, referred to as the “custodian.” Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement and market values.

Dealer.—A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP).—Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC).—A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs and BAs clear through DTC.

Derivatives.—For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations (“CMOs”) are derivatives—(1) financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

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Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are \$1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 1/2, would have a principal cost of \$955 per \$1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash flows, where the present values of the cash flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

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Federal Agency. Government-sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy—considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government-sponsored enterprise (GSE) system that is a network of cooperatively owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its "designated note" program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government-sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" and "TAP" programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government-sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage-backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "reference note" program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government-sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "benchmark note" program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

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Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the "Federal Reserve Board" and headed by its Chairman.

Financial Industry Regulatory Authority, Inc (FINRA). is a private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission.

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or "floater"). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also "Variable Rate Security."

Freddie Mac. See "Federal Home Loan Mortgage Corporation"

Ginnie Mae. See "Government National Mortgage Association"

Global Notes. Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that is actually full faith and credit of the U.S.).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately-owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include FHLB, FHLMC, FNMA and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

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Interest-Only (IO) STRIP.—A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls.—An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

- **Control of collusion.**—Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- + **Separation of transaction authority from accounting and record keeping.**—By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
- + **Custodial safekeeping.**—Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
- + **Avoidance of physical delivery securities.**—Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
- + **Clear delegation of authority to subordinate staff members.**—Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
- + **Written confirmation of transactions for investments and wire transfers.**—Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
- + **Development of a wire transfer agreement with the lead bank and third-party custodian.**—The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater.—A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor.—A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

Investment Adviser Act of 1940.—Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade.—Bonds considered suitable for preservation of invested capital; bonds rated a minimum of Baa3 by Moody's, BBB by Standard & Poor's, or BBB by Fitch. Although "BBB"-rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

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Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Also, a term describing the marketability of a money-market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds. (i.e., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one-year period.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Bond Market Association (BMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium-Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5 years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money-market instruments, such as U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money-market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMF's carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage-Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA and FHLMC. There are a variety of MBS structures, some of which can be very risky and complicated. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. Largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

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Mutual Fund.—Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (bond, equity, money fund); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD).—Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value.—The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

$$\frac{(\text{Total assets}) - (\text{Liabilities})}{(\text{Number of shares outstanding})}$$

NRSRO.—A "Nationally Recognized Statistical Rating Organization." A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, S&P, Fitch and Duff & Phelps.

Offered Price.—See also "Ask Price."

Open Market Operations.—Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value.—Face value, stated value or maturity value of a security.

Physical Delivery.—Delivery of readily available underlying assets at contract maturity.

Portfolio.—Collection of securities and investments held by an investor.

Premium.—The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer.—Any of a group of designated government securities dealers designated by to the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are considered the largest players in the U.S. Treasury securities market.

Prime Paper.—Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody's.

Principal.—Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Investor Standard.—Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the "prudent person" standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository.—Per Florida Statute 280, means any bank, saving bank or savings association that

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1. ~~Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States;~~
1. ~~Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state;~~
2. ~~Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss. 1811 seq.~~
2. ~~Meets all requirements of F.S. 280~~
2. ~~Has been designed by the Treasurer as a qualified public depository.~~

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See "Unrealized Gains (Losses)."

Reference Bills: FHLMC's short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC's Reference Bills are unsecured general corporate obligations. This program supplements the corporation's existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC's intermediate-term debt program with issuances of 2, 3, 5, 10 and 30-year maturities. Initial issuances range from \$2-\$6 billion with re-openings ranging \$1-\$4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor's custodial bank, or "tri-party" where the securities are delivered to a third-party intermediary. Any type of security can be used as "collateral," but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate BMA-approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

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Safekeeping.—Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market.—Markets for the purchase and sale of any previously issued financial instrument.

Securities Lending.—An arrangement between an investor and a custody bank that allows the custody bank to “loan” the investor’s investment holdings, reinvest the proceeds in permitted investments, and shares any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund.—A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread.—The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor’s.—One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities).—Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and “strips” description can be applied to non-Treasury securities (e.g. FNMA strips).

Structured Notes.—Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Swap.—Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB’s traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2-, 3-, 5- and 10-year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA).—One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA’s net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes and callable agency securities.

Total Return.—Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

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Treasuries. Collective term used to describe debt instruments backed by the U.S. Government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States Government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week and 26-week T-Bills.

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. Government and issued with maturities of ten years and longer by the U.S. Department of the Treasury. The Treasury stopped issuing Treasury Bonds in August 2001.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. Government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 5-year and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC regulation 15C3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or "inverted" (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as "Yield to Maturity," except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security's yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

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~~Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call" and "Yield to Maturity."~~

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Attachment B
Investment Pool/Fund Questionnaire

1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

INVESTMENT POLICY

Of



Approved:

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ATTACHMENT A: Glossary of Cash and Investment Management Terms
ATTACHMENT B: Investment Pool/Fund Questionnaire

CENTRAL FLORIDA EXPRESSWAY AUTHORITY INVESTMENT POLICY

I. PURPOSE

The purpose of this Investment Policy (“Policy”) is to set forth the investment objectives and parameters for the management of public funds of the Central Florida Expressway Authority (hereinafter “CFX”). These policies are designed to ensure the prudent management of public funds by CFX, the availability of operating and capital funds when needed by CFX and an investment return for CFX competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this Policy applies to all cash and investments held or controlled by CFX and shall be identified as operating funds, reserve funds or bond funds of CFX (the “Portfolio”). In connection with the investment of proceeds of bonds issued by CFX, CFX’s master bond resolution permitted investments are included in the authorized investments in Section XV of this Policy.

III. INVESTMENT OBJECTIVES

Safety of Principal The foremost objective of CFX’s investment program is the safety of the principal of those funds within the Portfolio. Investment transactions shall seek to be consistent with the other investment objectives, which are to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value.

Maintenance of Liquidity The Portfolio shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements of CFX in an orderly manner. Periodic cash flow analyses will be completed in order to ensure that the Portfolio is positioned to provide sufficient liquidity.

Return on Investment The Portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. However, return is attempted through active management where the Investment Manager utilizes a total return strategy (which includes both realized and unrealized gains and losses in the Portfolio). This total return strategy seeks to increase the value of the Portfolio through reinvestment of income and capital gains. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Despite this, an Investment Manager may trade to recognize a loss from time to time to achieve a perceived relative value based on its potential to enhance the total return of the Portfolio.

IV. DELEGATION OF AUTHORITY

In accordance with CFX's administrative policies, the responsibility for providing oversight and direction in regard to the management of the investment program and the Portfolio resides with CFX's Finance Committee. The Executive Director and Chief Financial Officer of CFX have the ultimate authority and responsibility for the investment program and the management of the Portfolio. The management responsibility for all Authority funds in the Portfolio and investment transactions is delegated to CFX's Chief Financial Officer and Authorized Staff members. The Chief Financial Officer shall account for all Authority funds in the Portfolio. The Chief Financial Officer shall establish written procedures for the operation of the investment portfolio and a system of internal accounting and administrative controls to regulate the activities of employees. CFX may employ an investment manager (an "Investment Manager"), to assist in managing the Portfolios. Such Investment Manager must be registered under the Investment Advisers Act of 1940. The Chief Financial Officer shall be responsible for monitoring and regulating the activities of Authorized Staff and the Investment Manager involved with the investment program. The Authorized Staff is limited to the following positions:

- Chief Financial Officer
- Manager of Finance and Accounting
- Assistant Manager of Finance and Accounting

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by the Authorized Staff shall be the "Prudent Person" standard and shall be applied in the context of managing the Portfolio. Authorized Staff acting in accordance with written procedures and this Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported in a timely fashion to the Executive Director and Finance Committee and that the securities involved are liquidated or sold accordance with the terms of this policy. The "Prudent Person" rule states the following:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by Authorized Staff who are officers or employees is the "Prudent Person" standard, any person or firm hired or retained as an Investment Manager, or otherwise retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the Investment Manager shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Authorized Staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Also, Authorized Staff or other employees involved in the investment process shall disclose in writing to CFX and the Board any material financial interests in financial institutions that conduct business with the Board, and they shall further disclose any material personal financial/investment positions that could be related to the performance of CFX's Portfolio.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Chief Financial Officer shall establish a system of internal controls and operational procedures to protect CFX's assets, including the Portfolio, and ensure proper accounting and reporting of the transactions related thereto. No person may engage in an investment transaction except as authorized under the terms of this Policy. Independent auditors shall conduct a review of the system of internal controls with respect to, among other things, the Portfolio and the investment thereof as a normal part of the annual financial audit of CFX. Such internal controls shall include, but not limited to, the following:

Separation of functions:

By separating the person who authorizes or performs the transaction from the person or persons who record or otherwise account for the transaction, a proper separation of duties is achieved.

Custodial safekeeping:

Securities purchased from any bank or dealer, including appropriate collateral, shall be placed into a third party bank for custodial safekeeping.

Clear delegation of authority to subordinate staff members:

Subordinate staff must have a clear understanding of their authority and responsibilities to avoid any improper actions. Clear delegation of authority also preserves the internal control structure that is built around the various staff positions and their respective responsibilities.

Written confirmation of electronically initiated transactions for investments and wire transfers:

Due to the potential for error and improprieties arising from telephone or other electronically initiated transactions, all such transactions should be supported by written communications and approved by an individual other than the individual initiating said transaction. Repetitive wires do not require a secondary approval; however, all non-repetitive wires shall have secondary approval.

Documentation of transactions and strategies:

All transactions and the strategies that were used to develop said transactions should be documented in writing and approved by the appropriate person.

VIII. CONTINUING EDUCATION

The Chief Financial Officer and appropriate Authorized Staff shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized Staff shall only purchase securities from financial institutions, which are qualified as public depositories by the Treasurer, or Chief Financial Officer of the State of Florida, institutions designated as “Primary Dealers” as designated by the Federal Reserve Bank of New York, direct issuers of commercial paper and bankers’ acceptances, approved non-primary dealers, or Minority/Women Disadvantaged Business Enterprise (“M/WBE”) securities dealers. The Investment Manager shall utilize and maintain its own list of approved primary dealers, non-primary dealers and M/WBE securities dealers. The Investment Manager will provide a quarterly report to CFX detailing the M/WBE trading activity.

Authorized Staff and Investment Manager shall only enter into Repurchase agreements with “Primary Dealers” as designated by the Federal Reserve Bank of New York and financial institutions that are state qualified public depositories.

X. MATURITY AND LIQUIDITY REQUIREMENTS

A. To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements of CFX. Investments of current operating funds shall have maturities of no longer than twenty-four (24) months. Investments of bond reserves, construction funds, and other non-operating funds (“core funds”) shall have a term appropriate to the need for funds and in accordance with debt covenants. The purchase of investments for core funds with maturities longer than five and a half (5.50) years requires CFX’s approval prior to purchase. However, final maximum maturity for any investment is limited to ten (10) years. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreements.

XI. RISK AND DIVERSIFICATION

The Portfolio shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which these securities are bought and sold. The Chief Financial Officer shall determine diversification strategies within the established guidelines.

XII. MASTER REPURCHASE AGREEMENT

CFX will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the SIFMA Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the SIFMA Master Repurchase Agreement.

XIII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements is specifically prohibited by this investment policy, unless permitted in Section XV of this Policy. A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. However, for the purpose of a financing mechanism for funding CFX’s Five-Year Work Plan, derivatives are permitted. Please refer to CFX’s Swap Policy.

XIV. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Investment Manager or the Chief Financial Officer has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) reputable, qualified, and financially sound banks and/or dealers must be contacted and asked to provide bids on securities in questions. Bids will be held in confidence until the highest bid is determined and awarded.

However, on an exception basis, securities may be purchased utilizing the comparison to current market price method. Acceptable current market price providers include, but are not limited to:

- A. TradeWeb,
- B. Bloomberg Information Systems,
- C. The Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing,
- D. Daily market pricing provided by CFX’s custody agents or their correspondent institutions,
- E. Such other current market price provider that the Investment Manager shall recommend to CFX as a regular provider of such information.

Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the Investment Manager, CFX, or Chief Financial Officer, competitive bidding would inhibit the selection process.

Examples of when this method may be used include:

- A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process.
- B. When no active market exists for the issue being traded due to the age or depth of the issue.
- C. When a security is unique to a single dealer, for example, a private placement.
- D. When the transaction involves new issues or issues in the “when issued” market.

Overnight sweep repurchase agreements will not be bid, but may be placed with the depository bank relating to the demand account for which the repurchase agreement was purchased.

XV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and CFX's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, Authorized Staff may sell an investment at the then-prevailing market price and place the proceeds into the proper account at the Board's custodian.

The following are the guidelines for investments and limits on security types, issuers, and maturities as established by CFX. CFX or the Chief Financial Officer shall have the option to further restrict investment percentages from time to time based on market conditions. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment, at the time of purchase. Investments not listed in this Policy are prohibited. The following is a summary table of the permitted investments and their respective allocation limits. The allocation limits are for non- bond proceeds.

Permitted Investments

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement ¹	Maximum Maturity	Master Bond Resolution Permitted Investments
U.S. Treasury	100%	100%	N/A	5.50 Years (5.50 Years avg. life ⁴ for GNMA)	X
GNMA		40%			X
Other U.S. Government Guaranteed (e.g. AID, GTC)		10%			X
Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB*	75%	40% ³	N/A	5.50 Years	X
Federal Agency/GSE other than those above		10%			X
Supranationals where U.S. is a shareholder and voting member	25%	10%	Highest ST or Two Highest LT Rating Categories (A-1/P-1, AAA/Aaa, or equivalent)	5.50 Years	
Corporates	50% ²	5%	Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)	5.50 Years	
Municipals	25%	5%	Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent)	5.50 Years	X
Agency Mortgage-Backed Securities (MBS)	25%	40% ³	N/A	5.50 Years Avg. Life ⁴	
Asset-Backed Securities (ABS)	25%	5%	Highest ST or LT Rating (A-1+/P-1, AAA/Aaa, or equivalent)	5.50 Years Avg. Life ⁴	
Depository Accounts with Qualified Public Depositories	75%	50%	N/A	N/A	X
Non-Negotiable Collateralized Bank Deposits or Savings Accounts	50%	None, if fully collateralized	None, if fully collateralized.	2 Years	X
Commercial Paper (CP)	50% ²	5%	Highest ST Rating Category (A-1/P-1, or equivalent)	270 Days	X
Bankers' Acceptances (BAs)	10% ²	5%	Highest ST Rating Category (A-1/P-1, or equivalent)	180 Days	X

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement ¹	Maximum Maturity	Master Bond Resolution Permitted Investments
Repurchase Agreements (Repo or RP)	40%	20%	Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent) If the counterparty is a Federal Reserve Bank, no rating is required	1 Year	X
Money Market Funds (MMFs)	50%	25%	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A	X
Fixed-Income Mutual Funds	25%	10%	N/A	3 Years	
Intergovernmental Pools (LGIPs)	50%	25%	Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LGIP, (AAAm/AAAf, S1, or equivalent)	N/A	
Florida Local Government Surplus Funds Trust Funds ("Florida Prime")	25%	N/A	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A	X

Notes:

¹ Rating by at least one SEC-registered Nationally Recognized Statistical Rating Organization ("NRSRO"), unless otherwise noted. ST=Short-term; LT=Long-term.

² Maximum allocation to all corporate and bank credit instruments is 50% combined.

³ Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.

⁴ The maturity limit for MBS and ABS is based on the expected average life at time of settlement, measured using Bloomberg or other industry standard methods.

* Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).

- 1) **U.S. Treasury & Government Guaranteed** - U.S. Treasury obligations, and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.
- 2) **Federal Agency/GSE** - Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality or government-sponsored enterprise (GSE).
- 3) **Supranationals** – U.S. dollar denominated debt obligations of a multilateral organization of governments where U.S. is a shareholder and voting member.
- 4) **Corporates** – U.S. dollar denominated corporate notes, bonds or other debt obligations issued or guaranteed by a domestic or foreign corporation, financial institution, non-profit, or other entity.
- 5) **Municipals** – Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality or other unit of local government of any State or territory.
- 6) **Agency Mortgage Backed Securities** - Mortgage-backed securities (MBS), backed by residential, multi-family or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise, including but not limited to pass-throughs, collateralized mortgage obligations (CMOs) and REMICs.
- 7) **Asset-Backed Securities** - Asset-backed securities (ABS) whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans.

- 8) **Depository Accounts with Qualified Public Depositories** - Banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.
- 9) **Non-Negotiable Certificate of Deposit and Savings Accounts** - Non-negotiable interest bearing time certificates of deposit, or savings accounts in banks organized under the laws of this state or in national banks organized under the laws of the United States and doing business in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.
- 10) **Commercial Paper** – U.S. dollar denominated commercial paper issued or guaranteed by a domestic or foreign corporation, company, financial institution, trust or other entity, including both unsecured debt and asset-backed programs.
- 11) **Bankers' Acceptances** - Bankers' acceptances issued, drawn on, or guaranteed by a U.S. bank or U.S. branch of a foreign bank.
- 12) **Repurchase Agreements** - Repurchase agreements (Repo or RP) that meet the following requirements:
- a. Must be governed by a written SIFMA Master Repurchase Agreement which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the Counterparty default or fail to provide full timely repayment.
 - b. Counterparty must be a Federal Reserve Bank, a Primary Dealer as designated by the Federal Reserve Bank of New York, or a nationally chartered commercial bank.
 - c. Securities underlying repurchase agreements must be delivered to a third party custodian under a written custodial agreement and may be of deliverable or tri-party form. Securities must be held in CFX's custodial account or in a separate account in the name of CFX.
 - d. Acceptable underlying securities include only securities that are direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States, or U.S. Agency-backed mortgage related securities.
 - e. Underlying securities must have an aggregate current market value of at least 102% (or 100% if the counterparty is a Federal Reserve Bank) of the purchase price plus current accrued price differential at the close of each business day.
 - f. Final term of the agreement must be 1 year or less.
- 13) **Money Market Funds** - Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7.
- A thorough investigation of any money market fund is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.
- 14) **Fixed-Income Mutual Funds** - Shares in open-end and no-load fixed-income mutual funds whose underlying investments would be permitted for purchase under this policy and all its restrictions.
- 15) **Local Government Investment Pools** – State, local government or privately-sponsored investment pools that are authorized pursuant to state law.

A thorough investigation of any intergovernmental investment pool is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

- 16) **The Florida Local Government Surplus Funds Trust Funds (“Florida Prime”)** A thorough investigation of the Florida Prime is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus or portfolio report must be obtained.

General Investment and Portfolio Limits

1. General investment limitations:
 - a. Investments must be denominated in U.S. dollars and issued for legal sale in U.S. markets.
 - b. Minimum ratings are based on the highest rating by any one Nationally Recognized Statistical Ratings Organization (“NRSRO”), unless otherwise specified.
 - c. All limits and rating requirements apply at time of purchase.
 - d. Should a security fall below the minimum credit rating requirement for purchase, the Investment Advisor will notify the Chief Financial Officer.
 - e. The maximum maturity (or average life for MBS/ABS) of any investment is 5.50 years. Maturity and average life are measured from settlement date. The final maturity date can be based on any mandatory call, put, pre-refunding date, or other mandatory redemption date.
2. General portfolio limitations:
 - a. The maximum effective duration of the aggregate portfolio is 3 years.
 - b. Maximum exposure to issuers in any non-U.S. country cannot exceed 10 percent per country.
3. Investment in the following are permitted, provided they meet all other policy requirements:
 - a. Callable, step-up callable, called, pre-refunded, putable and extendable securities, as long as the effective final maturity meets the maturity limits for the sector
 - b. Variable-rate and floating-rate securities
 - c. Subordinated, secured and covered debt, if it meets the ratings requirements for the sector
 - d. Zero coupon issues and strips, excluding agency mortgage-backed Interest-only structures (I/Os)
 - e. Treasury TIPS
4. The following are **NOT PERMITTED** investments, unless specifically authorized by statute and with prior approval of the governing body:
 - a. Trading for speculation
 - b. Derivatives (other than callables and traditional floating or variable-rate instruments)
 - c. Mortgage-backed interest-only structures (I/Os)
 - d. Inverse or leveraged floating-rate and variable-rate instruments
 - e. Currency, equity, index and event-linked notes (e.g. range notes), or other structures that could return less than par at maturity
 - f. Private placements and direct loans, except as may be legally permitted by Rule 144A or commercial paper issued under a 4(2) exemption from registration
 - g. Convertible, high yield, and non-U.S. dollar denominated debt
 - h. Short sales
 - i. Use of leverage
 - j. Futures and options
 - k. Mutual funds, other than fixed-income mutual funds and ETFs, and money market funds
 - l. Equities, commodities, currencies and hard assets

XVI. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolio's performance, CFX will use performance benchmarks. The use of benchmarks will allow CFX to measure its returns against other investors in the same markets.

- A. The S&P Rated GIP Index Government 30 Day Gross Yield Index will be used as a benchmark as compared to the portfolios' net book value rate of return for current operating funds.
- B. Investment performance of funds designated as reserve funds and other non-operating funds (core funds) that have a longer-term investment horizon will be compared to the Bank of America Merrill Lynch 1-3 Year U.S. Treasury/Agency Index. This index has a duration and asset mix that is similar to the Portfolio and will be utilized as a benchmark to be compared to the Portfolio's total rate of return.

XVII. REPORTING

The Chief Financial Officer and/or Investment Manager shall provide the Executive Director and the Finance Committee with at least quarterly investment reports. Schedules in the quarterly report should include the following:

- A. A listing of individual securities held at the end of the reporting period
- B. Percentage of available funds represented by each investment type
- C. Coupon, discount or earning rate
- D. Final maturity date of all investments
- E. Book value and market value

On an annual basis, the Investment Manager shall prepare and submit to the Finance Committee a written report on all invested funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value and the yield on each investment.

The annual report will show performance on both a book value and total rate of return basis when required and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per GASB standards. Investment reports shall be available to the public.

XVIII. THIRD-PARTY CUSTODIAL AGREEMENTS

All securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchased by, and all collateral obtained by; CFX should be properly designated as an asset of CFX. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts

and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

CFX will execute a third party custodial agreement(s) with its bank(s) and depository institution(s). Such agreements may include letters of authority from CFX, details as to the responsibilities of each party, method of notification of security purchases, sales and delivery procedures related to repurchase agreements and wire transfers, safekeeping and transaction costs, procedures in case of wire failure or other unforeseen mishaps and describing the liability of each party.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by CFX and which authorization has been provided, in writing, to the custodian.

No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide CFX with safekeeping receipts that provide detail information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XIX. INVESTMENT POLICY ADOPTION

The investment policy shall be adopted by Board resolution. The Chief Financial Officer, Executive Director and the Finance Committee shall review the policy every two years and the Board shall approve any modification made thereto.

APPROVED AND ADOPTED BY THE BOARD ON THIS XX day of XX 2015.

Attachment A

Glossary of Cash and Investment Management Terms

The following is a glossary of key investing terms, many of which appear in CFX's Investment Policy. This glossary clarifies the meaning of investment terms generally used in cash and investment management. This glossary has been adapted from the GFOA Sample Investment Policy and the Association of Public Treasurers of the United States and Canada's Model Investment Policy.

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans, and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10, and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30-year new issues having a minimum size of \$1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance, and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash-flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC, and PTC (as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities which contain an imbedded call option giving the issuer the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In "plain vanilla" CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a

more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days and given a short-term debt rating by one or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party to a transaction will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution, or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement, and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his/her own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs, and BAs clear through DTC.

Derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities). For hedging purposes, common derivatives are options, futures, interest rate swaps, and swaptions.

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are \$1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets exist.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the “fed funds rate.”

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances, and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries, and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of \$955 per \$1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash-flows, where the present values of the cash-flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated

businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its “designated note” program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a “target” Fed Funds rate associated with the Fed’s management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC or “Freddie Mac”). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities, and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or “Fannie Mae”). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation’s monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the “Federal Reserve Board” and headed by its Chairman.

Financial Industry Regulatory Authority, Inc. (FINRA). A private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission (SEC).

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or “floater”). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also “Variable Rate Security.”

Freddie Mac. See "Federal Home Loan Mortgage Corporation."

Ginnie Mae. See "Government National Mortgage Association."

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that are actually full faith and credit of the U.S. government).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. government, but they are not direct obligations of the U.S. government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Examples of GSEs include: FHLB, FHLMC, FNMA, and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

2. **Separation of transaction authority from accounting and record keeping** - A separation of duties is achieved by separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction.
3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations, and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade. Bonds considered suitable for preservation of invested capital, including bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Additionally, it is a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (e.g., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one-year period.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Securities Industry and Financial Markets Association (SIFMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject to "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA, and FHLMC. There are a variety of MBS structures with varying levels of risk and complexity. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. The largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (e.g., bond, equity, and money market funds); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets including securities, cash, and any accrued earnings, then subtracting the total assets from the fund's liabilities, and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

$$[(\text{Total assets}) - (\text{Liabilities})] / (\text{Number of shares outstanding})$$

NRSRO. A “Nationally Recognized Statistical Rating Organization” (NRSRO) is a designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody’s, S&P, Fitch, and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. A Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. The face value, stated value, or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. A designation given to certain government securities dealer by the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are the largest buyers and sellers by volume in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody’s.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Expert Rule. Standard that requires that a fiduciary manage a portfolio with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. This statement differs from the “prudent person” rule in that familiarity with such matters suggests a higher standard than simple prudence.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the “prudent person” standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository - Per Subsection 280.02(26), F.S., “qualified public depository” means any bank, savings bank, or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States.
2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.

3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 et seq.
4. Has procedures and practices for accurate identification, classification, reporting, and collateralization of public deposits.
5. Meets all requirements of Chapter 280, F.S.
6. Has been designated by the Chief Financial Officer as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See “Unrealized Gains (Losses).”

Reference Bills: FHLMC’s short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency, and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC’s Reference Bills are unsecured general corporate obligations. This program supplements the corporation’s existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC’s intermediate-term debt program with issuances of 2, 3, 5, 10, and 30-year maturities. Initial issuances range from \$2 - \$6 billion with re-openings ranging \$1 - \$4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor’s custodial bank, or “tri-party” where the securities are delivered to a third party intermediary. Any type of security can be used as “collateral,” but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate Securities Industry and Financial Markets Association (SIFMA) approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Industry and Financial Markets Association (SIFMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the SIFMA also recommends bond market closures and early closes due to holidays.

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to “loan” the investor’s investment holdings, reinvest the proceeds in permitted investments, and share any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of monies for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor’s. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and “strips” description can be applied to non-Treasury securities (e.g., FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Supranational. Supranational organizations are international financial institutions that are generally established by agreements among nations, with member nations contributing capital and participating in management. These agreements provide for limited immunity from the laws of member countries. Bonds issued by these institutions are part of the broader class of Supranational, Sovereign, and Non-U.S. Agency (SSA) sector bonds. Supranational bonds finance economic and infrastructure development and support environmental protection, poverty reduction, and renewable energy around the globe. For example, the World Bank, International Finance Corporation (IFC), and African Development Bank (AfDB) have “green bond” programs specifically designed for energy resource conservation and management. Supranational bonds, which are issued by multi-national organizations that transcend national boundaries. Examples include the World Bank, African Development Bank, and European Investment Bank.

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB’s traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5, and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes, and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week, and 26-week T-Bills.

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. government and issued with maturities of ten years and longer by the U.S. Department of the Treasury.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 3-year, 5-year, and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC Rule 15c3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually, or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term

investments have higher yields, or “inverted” (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as “Yield to Maturity,” except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security’s yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash-flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call," and "Yield to Maturity."

Attachment B
Investment Pool/Fund Questionnaire

1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

CONSENT AGENDA ITEM

#15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Board Members
Central Florida Expressway Authority

FROM: Lisa Lumbar, Interim Chief Financial Officer

DATE: April 24, 2015

RE: Disposal of Inventory



Staff requests authorization to dispose of equipment that is either broken or obsolete to CFX using the services of Gideon Auction House or Southeastern Data.

Purchase Date/Estimated Purchase Date	Item	Cost/Estimated Cost per each	Quantity	Extended Total	Asset Tag Number
5/04	Security Device-used to protect servers & desktops from external and internal threats such as malware & hacking	\$ 2,240.00	1	\$ 2,240.00	4551
6/04	Laptop	\$ 3,197.48	1	\$ 3,197.48	4544
6/05	Server Dell PowerEdge- toll revenue integrated management systems (TRIMS) test server	\$ 4,185.00	1	\$ 4,185.00	5452
6/05	Server Dell PowerEdge- share point (old intranet) server	\$ 4,696.99	1	\$ 4,696.99	5866
1/06	Server HP Proliant-file and print server	\$19,380.00	1	\$19,380.00	5241
6/07	Server Dell PowerEdge- primany TRIMS application server	\$ 6,483.75	1	\$ 6,483.75	5574
6/07	Server Dell PowerEdge- TRIMS development server	\$ 6,483.75	1	\$ 6,483.75	5510
9/07	Server Dell PowerEdge- TRIMS application server	\$ 6,483.75	1	\$ 6,483.75	5576

9/07	Server HP Proliant- GroupWise email server	\$ 3,746.12	1	\$ 3,746.12	5512
12/07	Server Dell PowerEdge- advanced revenue collection system (ARCS) secondary report server	\$ 4,398.00	1	\$ 4,398.00	5577
12/07	Server Dell PowerEdge- ARCS primary report server	\$ 4,398.00	1	\$ 4,398.00	5575
1/08	Server HP Proliant-protocol to provide mapping of network available resources to addresses that machines and humans can understand	\$ 6,144.61	1	\$ 6,144.61	5890
1/08	Server HP Proliant-file transfer protocol used to send and receive files from a client to a server	\$ 6,144.61	1	\$ 6,144.61	5892
1/08	Server HP Proliant-anti-virus server	\$ 6,144.61	1	\$ 6,144.61	5894
4/08	Badging System Camera- used to take pictures for employee/contractor badges	\$ 1,512.00	1	\$ 1,512.00	na
6/08	Computer	\$ 2,511.00	1	\$ 2,511.00	5921
1/09	Server Dell PowerEdge - E-PASS customer internet website	\$ 5,594.32	1	\$ 5,594.32	6133
11/10	Switch-used in data centers to connect servers to the network	\$ 2,240.00	2	\$ 4,480.00	NA


CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: April 28, 2015

RE: Approval of Purchase Order for North American Communications Resources for Interactive Voice Response Self-Service System

Board approval is requested to issue a purchase order in the amount of \$197,780.29 to North American Communications Resources (NACR) to procure an Interactive Voice Response Self-Service System for E-PASS customers. The current equipment has reached end-of-life and will no longer be supported by the vendor after July 1, 2015.

The new equipment will be the Avaya Experience Portal (AEP) system which will provide the same functionality as the current equipment with the added ability to accept payments from E-PASS Customers. This ability will allow us to better handle current call volumes. The AEP would be purchased from NACR, the Avaya reseller, through the State of Florida Contract No. 730-000-09-1.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Joann Chizlett, Director of Information Technology



Attachment B

Rider Number: QUO-709963-1CCYLQ
Date: 12/5/2014
Page No.: Page 1 of 2
VCP Cust: YES
VCP ID #: 0009999991

Master Agreement Rider

SB AEP

Bill To: Central Florida Expressway Authority
Attn. To: Paul Crawford
Address: 4974 ORL TWR RD
ORLANDO, FL 32807

Ship To: Central Florida Expressway Authority
Attn. To: Paul Crawford (407) 690-5112
Address: 4974 ORL TWR RD
ORLANDO, FL 32807

Customer P.O.: Customer ID Master Agreement No. Shipping Payment Terms National Account Manager
ORLORA0001 M2159 UPS GROUND
Name: Al Fasano
E-Mail: afasano@nacr.com
Phone: 651-796-6644

Item	Description	Quantity	Unit Price	Ext. Price
CORE				
270133	PLDS ENT CORE R6 BASE STATION	48.00	\$0.00	\$0.00
272801	AVAYA WEBLM LICENSE MANAGER VE VAPP	1.00	\$0.00	\$0.00
CORE Sub-total:				\$0.00
AES				
260051	AES 6.X PLDS ENABLE FOR APPL LIC	1.00	\$0.00	\$0.00
271524	AES R6 NEW SYS TRACKING	1.00	\$0.00	\$0.00
AES Sub-total:				\$0.00
AEP				
300716	AAEP R7 PER PT LIC NEW	48.00	\$812.12	\$38,981.76
302254	AAEP R7 PER EPM TRACK	1.00	\$295.00	\$295.00
302255	AAEP R7 MEDIA ENCRYPTION	1.00	\$73.58	\$73.58
302271	AAEP R7 ZONE PORT LIC	48.00	\$0.00	\$0.00
302275	AAEP R7 SMS 3600 MSG-HOUR AUTH LIC	1.00	\$0.00	\$0.00
302279	AAEP R7 EMAIL 3600 MSG-HOUR AUTH LIC	1.00	\$0.00	\$0.00
302290	AAOD R7	1.00	\$0.00	\$0.00
302391	AAEP R7 CM PER PRT CONN PLDS LIC	48.00	\$34.01	\$1,632.48
AEP Sub-total:				\$40,982.82
Project Management				
SERVICES-103	PM SERVICES	1.00	\$3,861.00	\$3,861.00
Project Management Sub-total:				\$3,861.00
SAL				
272750	SAL R2 STDALN GATEWAY APP VAPP LIC	1.00	\$0.00	\$0.00
SAL Sub-total:				\$0.00
APP DEV				
SERVICES-102	Development Services	1.00	\$152,936.47	\$152,936.47
APP DEV Sub-total:				\$152,936.47

All material codes can be referenced to the State of Florida Contract #730-000-09-1. NACR is an authorized reseller of all Avaya products and is certified for all implementation services. NACR has provided services to the Central Florida Expressway Authority on a number of Avaya related projects.

**Attachment B**

Rider Number: QUO-709963-1CCYLQ
Date: 12/5/2014
Page No.: Page 2 of 2
VCP Cust: YES
VCP ID #: 0009999991

Master Agreement Rider**SB AEP**

Bill To: Central Florida Expressway Authority
Attn. To: Paul Crawford
Address: 4974 ORL TWR RD
ORLANDO, FL 32807

Ship To: Central Florida Expressway Authority
Attn. To: Paul Crawford (407) 690-5112
Address: 4974 ORL TWR RD
ORLANDO, FL 32807

Customer P.O.:	Customer ID	Master Agreement No.	Shipping	Payment Terms	National Account Manager
	ORLORA0001	M2159	UPS GROUND		Name: Al Fasano
					E-Mail: afasano@nacr.com
					Phone: 651-796-6644

Item	Description	Quantity	Unit Price	Ext. Price
------	-------------	----------	------------	------------

**QUOTE VALID FOR 30 DAYS*
**PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE*

Terms and Conditions of the Master Agreement Apply

This order is a configured order and/or contains software.

Subtotal: \$197,780.29
Tax: Not Included
Freight: Not Included
Grand Total: \$197,780.29

Accepted By:

Buyer: _____	Date: _____	Seller: _____	Date: _____
Title: _____		Title: _____	

This document and the information hereon is both **CONFIDENTIAL AND PROPRIETARY**. North American Communications Resource, Inc. ("NACR") owns such information, and only the party for whom or for which this document was prepared may use the information for purposes that NACR expressly authorized. Any unauthorized use of such information, without the prior express written consent of NACR, is strictly prohibited. Failure to obtain NACR's written consent to disclose this document or the information hereon may cause the breaching party to be liable to NACR for damages, including (but not limited to) fees for designs that NACR prepared.

CFX E-PASS Avaya Experience Portal (AEP) Scope (Interactive Voice Response (IVR) System Replacement for E-PASS Customers)

All E-PASS customer service calls are routed to an automated system that provides self-service options as well as the ability to press “0” and get to a Customer Service Representative.

The self-service functionality provided in the current system is:

- 1) Transfer to live agent
- 2) Account balance from Toll host
- 3) Account statement faxed (or emailed as from the website)
- 4) Onetime Payment from CC on file (as from the website)
- 5) Change CC on file
- 6) Update expiration date on CC
- 7) Change Account PIN

The requested replacement system will provide the existing functionality as well as the following:

- 8) Onetime Payment by CC not on file and discard CC info
- 9) Onetime Payment by CC not on file and keep CC info on account
- 10) Onetime Payment by CC not on file and keep CC info and authorize ongoing Auto Replenish

Paul Crawford
Systems Administrator

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807
407-690-5112 office & fax
407-375-4326 cell

www.ExpresswayAuthority.com

Claude Miller

From: Paul Crawford
Sent: Friday, April 17, 2015 1:40 PM
To: Claude Miller; Robert Johnson
Cc: Rene Rodrigue; Sherry Christianson; Joann Chizlett
Subject: Consent Agenda Item | CFX AEP (IVR Replacement)
Attachments: Quote QUO-709963-1CCYLQ.PDF; CFX AEP Scope 1b.docx

Hi Robert / Claude:

Please see my request for the following consent agenda item.

"The current Interactive Voice Response (IVR) Self-Service System for E-PASS customers is at end-of-life and no longer supported by the vendor. The requested replacement Avaya Experience Portal (AEP) system will provide the same functionality plus the ability to accept payments from E-PASS Customers – which will help to better handle current call volumes. The requested replacement would be purchased from our Avaya reseller, North American Communications Resources (NACR), for \$197,780.29 – budgeted as IVR Upgrade Project 7200402. The replacement system is needed before July 1, 2015 because the current system is no longer supported by Microsoft after that date. Proposed Scope and quote are attached – with State of Florida Contract #730-000-09-1 referenced."

Thank you,

Paul Crawford
Systems Administrator

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807
407-690-5112 office & fax
407-375-4326 cell

www.ExpresswayAuthority.com

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All e-mails to and from the Expressway Authority are kept as a public record. Your e-mail communications, including your e-mail address may be disclosed to the public and media at any time.

CONSENT AGENDA ITEM

#17


MEMORANDUM

TO: Board, Central Florida Expressway Authority

FROM: James M. Spoonhour
S. Brendan Lynch
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Special Counsel for CFX

DATE: April 23, 2015

SUBJECT: CFX response to business damage claim by Vickie Davis d/b/a/ Bay Hills Equestrian Center/Parcel 197/Wekiva Parkway



On April 22, 2015, the Right of Way Committee approved (5-0) the attached recommendations of counsel for CFX as to responses to the claim for business damages served by Vickie Davis d/b/a Bay Hills Equestrian Center. Ms. Davis is represented by Kurt Ardaman of the Fishback Dominick law firm.

The recommendations approved by the Right of Way Committee were as follows:

1. Provide a written counter-offer on business damages in the amount of \$30,000.00 exclusive of (not including) legal and expert fees.
2. Serve an Offer of Judgment in the same amount of \$30,000.00.

Request is made that this item be placed on the Board's agenda for the May 14, 2015 meeting for approval. Please advise if further information is needed.

MEMORANDUM

TO: Right of Way Committee
Central Florida Expressway Authority

FROM: James M. Spoonhour
S. Brendan Lynch
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Special Counsel for CFX

DATE: April 15, 2015

SUBJECT: CFX response to business damage claim by Vickie Davis d/b/a/ Bay Hills Equestrian Center/Parcel 197/Wekiva Parkway

A business damage claim has been filed by Vickie Davis d/b/a Bay Hills Equestrian Center, who is a tenant on part of Parcel 197. Project Orlando LLC is the owner of Parcel 197. Vickie Davis is represented by Kurt Ardaman of the Fishback Dominick law firm.

Attached is a graphic illustration of the 60 acres leased by Davis for a horse boarding operation. The leased property included a riding oval, stables, pasture and various other buildings, including trailers and apartments leased by Ms. Davis to others. Also shown is the area taken (Parcel 197) for an interchange of the Wekiva Parkway with Kelly Park Road. The taking impacted the pasture/grazing area and some of the buildings used by Ms. Davis. Ms. Davis has relocated her business to a 160 acre farm (the Allen Farm) which has stables, riding oval and pasture near Tavares.

Vickie Davis has submitted a business damage claim for \$616,345.78. That claim is broken down as follows:

\$450,794.00	– replacement cost new (RCN) of buildings
101,829.78	– relocation claim (less \$30,000 for building replacement)
<u>93,722.00</u>	– loss of goodwill and increased rent (one year's average income and two years increase in rents)
\$616,345.78	– total

This business damage claim was submitted by Vickie Davis on 12/18/14. CFX's counter-offer is due by 5/18/15. If CFX does not respond, the counter will be deemed by statute to be zero dollars.

The purpose of this memorandum is to assist the Right of Way Committee in determining the counter-offer which it wants to make with respect to this business damage claim.

Claim for Replacement Cost New of Buildings. This is a fairly novel claim. Normally, business damage claims are based on loss of income as determined by a forensic accountant. Ms. Davis' attorney hired either Lloyd Morgenstern or Steve Phifer of Morgenstern, Phifer & Messina, a forensic accounting firm in Tampa. Both Messrs. Morgenstern and Phifer are CPAs and well known for business damage valuations in eminent domain cases. We tried to hire their firm prior to receiving the formal business damage claim from Ms. Davis. When we contacted them, we were told that they had already been hired by Kurt Ardaman to work on Ms. Davis' business damage claim.

Interestingly enough, the business damage claim submitted by Ms. Davis contains no claim whatsoever for loss of income. The only paperwork from Morgenstern, Phifer and Messina is a chart summarizing Ms. Davis' net income for the past five years. That chart showed that she had lost money in each of the prior five years. That is the reason why there is no claim for loss of income.

Since the traditional business damage claim did not pan out for them, Ms. Davis and Mr. Ardaman crafted a claim for damages based on her new leased property not having the same buildings as she had at the Project Orlando property. The claim for replacement cost new of the buildings is supported by a draft report from Allen H. Angus, LLC, a general contractor. Mr. Angus valued the cost to replace on the Allen Farm those buildings which Ms. Davis leased at the Project Orlando property but which do not exist at the Allen Farm. This "draft" report from Allen Angus was dated the day before the deadline for submission of Ms. Davis' business damage claim.

There is very little authority addressing a claim for a loss of a building in connection with a business damages claim. The main case is System Components v. FDOT which is a Florida Supreme Court case from 2009. In that case, the court said that business damages are not limited to loss of income but can be case-specific. In System Components, the business owner was the actual owner of the property and the building. The building was taken and demolished by FDOT. The business owner had to relocate and build a new building. In the end, the business owner was paid to replace his prior building, but could not get a duplicate recovery for the demolition of the old building and the construction of the new building.

There are several differences here with Ms. Davis' business damage claim:

1. She did not own or build the buildings in question. She only leased them.
2. The status of her leasehold interest in the buildings is unclear because there had not been a written renewal of her lease since 2007. That lease was for one year and had an automatic renewal if not terminated (which could be done by either party on 90 days' notice).
3. Allen Angus put forth a replacement cost new (RCN) in order to reconstruct and duplicate those same buildings on Ms. Davis' new leased property (the Allen Farm).
4. The existing buildings on Parcel 197 were quite old. Brand new replacements certainly do not seem justified.
5. If Ms. Davis has such a claim related to the buildings on Parcel 197, logically it would be only for the depreciated value of the buildings for the remaining duration of

her lease (which would be 3 to 12 months). The useful remaining life of those buildings would also come into play in making this calculation.

The Claim for Relocation Expenses. The claim for \$101,829.78 is the second relocation claim form which had previously been submitted by Vickie Davis to CFX for reimbursement under the federal relocation program. The business damage claim deducts the \$30,000 in that relocation claim, presumably because Vickie Davis is now claiming \$450,794 for replacement of buildings. Thus, the net relocation expense which she is claiming as part of the business damage claim is \$71,829.78.

Relocation expenses are covered, if at all, under federal guidelines. Debra Reddick of Atkins Global is administering the relocation expenses on the Wekiva Parkway project.

Ms. Davis' initial relocation expense submission was for \$9,047.03. That relocation claim was paid on 1/16/15.

Ms. Davis also submitted another two part claim for relocation expenses in the amounts of \$101,829.78 and \$1,582.13. This is the same relocation submission which is included in the business damage claim. Debra Reddick has reviewed this relocation claim and determined that \$3,302.35 is recoverable under the federal relocation guidelines. A payment in that amount is being processed to be sent to Ms. Davis.

Relocation claims are only recoverable to the extent allowed by federal rules. This claim is not properly part of the business damage claim.

Claim for Loss of Goodwill and Increased Rents. The claim for loss of goodwill and increased rents in the amount of \$93,722.00 has no support for those figures in the business damage claim, despite the statutory requirement that the business owner provide to CFX the owner's business records that support this claim.

No such documentation was provided by Ms. Davis with respect to loss of goodwill in her business damage claim. There are no specifics as to the amount of the loss of goodwill being claimed or how it was calculated. There also is no documentation supporting a loss of goodwill. Finally, there may even be a question whether loss of goodwill is properly a part of a business damage claim.

As to the claim for increased rents for two years, there also is no supporting documentation. A copy of her lease with Allen Farms was not enclosed. No records as to the rents being paid at the Allen Farms property were included either. We believe, but do not have supporting documentation, that Ms. Davis is paying \$3,500/month in rent to Allen Farms.

No records were included as to the rents actually being paid to Project Orlando under the lease on a portion of Parcel 197. That lease said the rent was to be \$100 per horse per month. No records were provided as to the number of horses maintained on the Parcel 197 lease or the rents actually paid at that location, which makes a calculation of any rent differential essentially impossible.

Furthermore, the claim for two years of rent differential would appear to have no basis given that the lease with Project Orlando had a maximum remaining duration of 3 to 12 months. Another determination could be based on the number of months remaining under her Parcel 197 lease at the time she relocated to the Allen Farms property.

Given Ms. Davis' failure to provide any supporting documentation for either the loss of goodwill or the claim for increased rent differential, there is a significant chance that this portion of the claim can be stricken as being non-compliant with the business damage statute.

Unrelated Additional Claim by Vickie Davis. We have also been advised by Mr. Ardaman that Ms. Davis will be making an apportionment claim seeking part of the \$11,749,600.00 good faith deposit which CFX made on Parcel 197 and Parcel 230 in September of 2014. That deposit covered all of Parcel 197, while Ms. Davis' lease was partially within Parcel 197 and partially outside of the parcel. The portion of that good faith deposit attributable to Parcel 197 is \$11,730,000.00.

Given the short remaining duration of her lease rights, we do not know how much Ms. Davis would be entitled to receive, if anything, in an apportionment proceeding. Defendants are entitled to recover legal and expert fees as part of apportionment hearings. It is our understanding that Mr. Ardaman has retained Rick Dreggors of Calhoun Dreggors to appraise Ms. Davis' apportionment claim. This apportionment dispute will largely be played out by counsel for Ms. Davis (Kurt Ardaman) and counsel for Project Orlando (Kurt Bauerle) and the attorneys representing the three mortgage lien holders.

Recommendations:

1. CFX should make a counter-offer to this business damage claim.
 - a. The main reason for making a counter-offer is that the attorney's fees which Ms. Davis can seek in connection with the business damage claim are based on the difference she ultimately obtains and the amount of CFX's counter.
 - b. Should Ms. Davis get a recovery from the jury or in a mediated settlement, making such a counter-offer will reduce the legal fees which her attorney can obtain.
2. The amount of the counter-offer to be made is a strategic decision. It can range from a nominal amount because the claim is questionable to a more substantial amount given the cost to litigate this issue.
 - a. A nominal amount can be offered, although that somewhat defeats the point made above about minimizing the business owner's legal fees.
 - b. An offer can also be made based on the "costs of defense." In other words, how much is CFX likely to spend in defending this business damage claim. Approximate estimates for those costs of defense are as follows:

- i. \$20,000 – anticipated legal fees for discovery, depositions, preparation of motion to strike portions or the entire claim, hearings, mediation, working with our own experts to negate Ms. Davis' claims.
 - ii. \$50,000 - \$60,000 – anticipated additional legal fees if this business damage claim proceeds to jury trial.
 - iii. \$30,000 – \$40,000 - estimated fees for experts to negate business damage claims (forensic accountant to show no loss of income and no decrease in value of business, engineers to address buildings on both sites, contractor to properly estimate depreciated value of buildings, and appraiser to determine Ms. Davis' proportionate leasehold interest in the buildings given her short term lease duration).
 - iv. \$10,000 – estimated costs for court reporters (depositions, hearings and trial) and trial exhibits.
 - v. Total cost of defense is likely between \$110,000 and \$130,000.
 - vi. This estimate does not include CFX's exposure for legal and expert fees for Ms. Davis' team.
 - vii. We recommend a counter-offer of \$30,000 exclusive of legal fees and expert fees. Because the first offer acts as the floor in calculating attorney's fees, it is easier to determine attorney's fees if the counter-offer excludes legal fees and expert fees.
3. Offer of Judgment. If CFX makes an Offer of Judgment, the business owner has 30 days to accept or reject the offer. No response is the same as a rejection.
- a. The significance of an Offer of Judgment is that, if the business owner does not recover more than the offer of judgment, the experts on the business owner's team are at risk of not having their fees covered (fees incurred later than 30 days after the Offer of Judgment).
 - b. An Offer of Judgment can be withdrawn at any time.

A handwritten signature in blue ink, reading "James M. Jacobsen". The signature is fluid and cursive, with a long horizontal stroke at the end.

PARCEL NO.: 197 AND 897

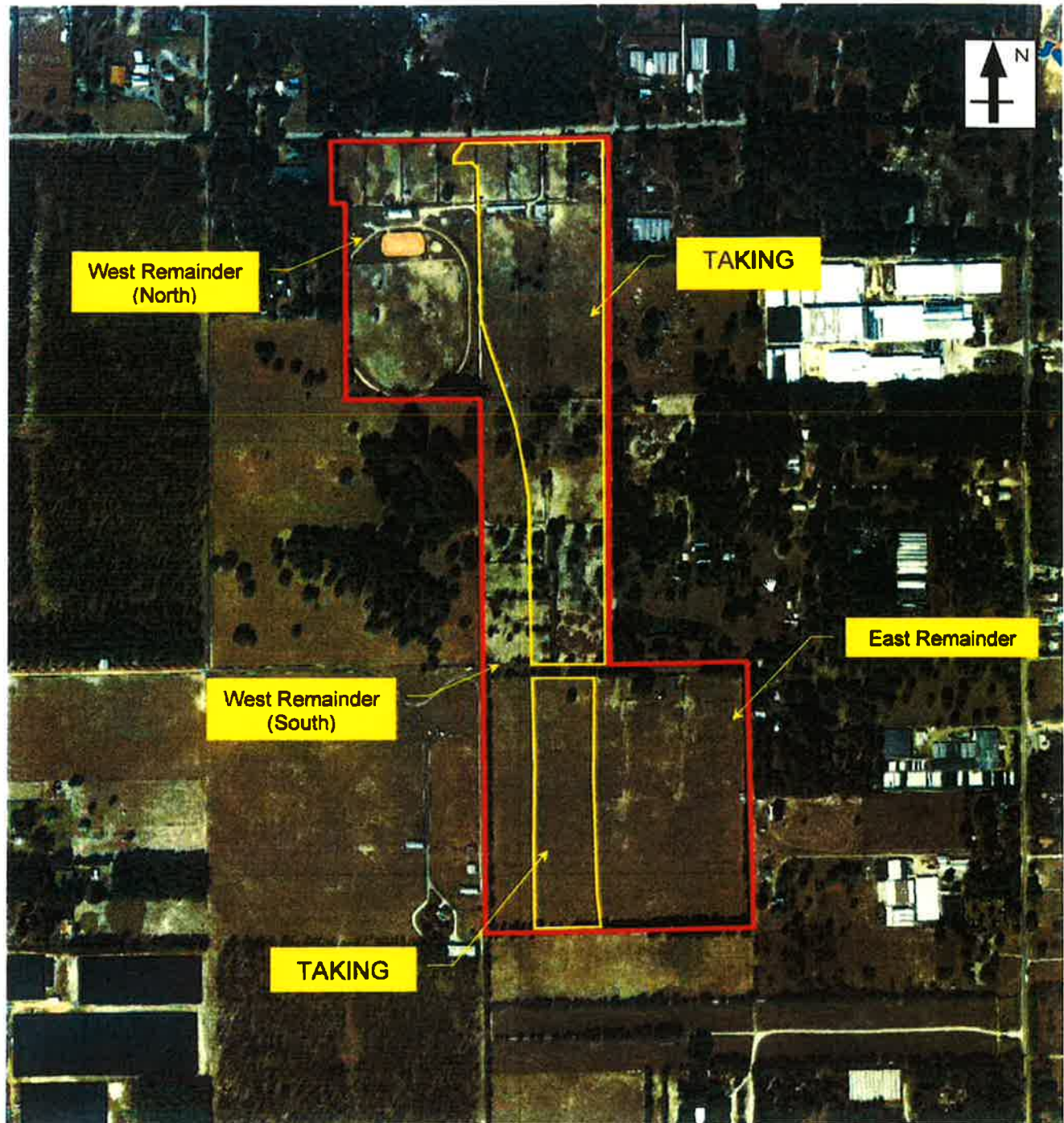
27

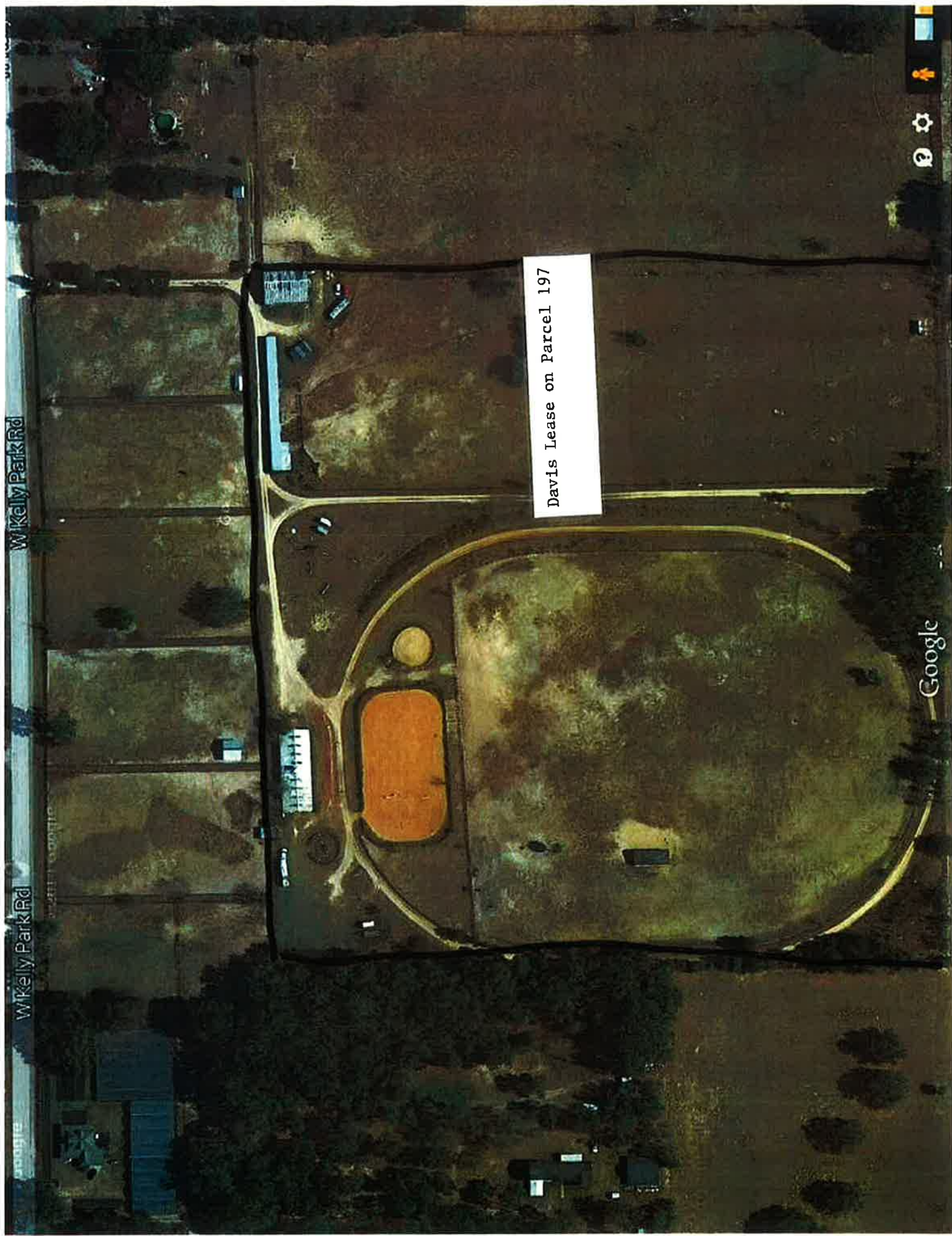
OWNER: PROJECT ORLANDO, LLC

PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
























CITY/COUNTY: APOPKA/ORANGE

AERIAL PHOTO (ACQUISITION)





OCPA Web Map

	Major Roads		Proposed Road		Block Line		Commercial/Institutional		Hydro		Golf Course
	Public Roads		Brick Road		Lot Line		Governmental/Institutional/Misc		Waste Land		Lakes and Rivers
	Gated Roads		Rail Road		Residential		Commercial/Industrial/Vacant Land		County Boundary		Building
	Road Under Construction		Proposed SunRail		Agriculture		Agricultural Curtilage		Parks		Hospital



OCPA Web Map

Florida turnpike	Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Interstate 4	Public Roads	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Toll Road	Gated Roads	Rail Road	Residential	Commercial/Industrial/Vacant Land	County Boundary	Building
Road Under Construction	Proposed SunRail	Agriculture	Agricultural Curtilage	Parks	Hospital	



Created: 4/8/2015

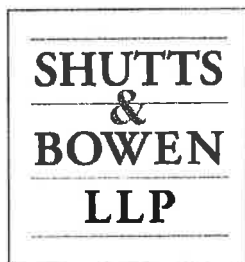
This map is for reference only and is not a survey.



New Davis Lease at Allen Farms

CONSENT AGENDA ITEM

#18



Founded 1910

MEMORANDUM

TO: Central Florida Expressway
Authority Board Members

CLIENT-MATTER NO.: 19125.0082

FROM: David A. Shontz

DATE: April 28, 2015

RE: **State Road 429 Wekiva Parkway, Project 429-204**
Subordination of Easements Agreement with Duke Energy Florida, Inc.

A handwritten signature in dark ink, appearing to be "David A. Shontz", is written over the right side of the memorandum header.

Shutts & Bowen LLP, as right-of-way counsel, submits the attached Subordination of Easements Agreement between the Central Florida Expressway Authority ("CFX") and Duke Energy Florida, Inc. d/b/a Duke Energy ("Duke Energy") and requests the Board approve this agreement relating to Parcels 237, 238, 251, 262, 264, and 265 of the State Road 429 Wekiva Parkway Project 429-204.

DESCRIPTION AND BACKGROUND:

As part of the acquisition of parcels 237, 238, 251, 262, 264 and 265 in Section 429-204 of the Wekiva Parkway Project, Duke Energy held perpetual easements for the transmission and distribution of electricity encumbering the above-referenced parcels. Although the recorded easements provided Duke the ability to locate transmission and distribution lines, the only lines physically located in the field were distribution lines to provide electrical service to the various parcels acquired. Duke will not be required to re-establish the distribution lines on these parcels as the improvements are being removed as part of the project. Accordingly, Duke has agreed to subordinate its easement interests in the above-referenced parcels.

Please find attached hereto the Subordination of Easements Agreement by and between the CFX and Duke for the parcels referenced herein. This Subordination Agreement has been previously entered into by the parties for both sections 429-202 and 429-203. The execution and recording of this Subordination of Easements Agreement will allow acquisition of the needed property without additional costs to be incurred by the CFX, as it would avoid the requirement to pay any and all attorney's fees and expert's costs associated with Duke's apportionment claims and/or relocation of utilities cost claim.

It is in the best interest of the Central Florida Expressway Authority to approve this Subordination of Easements Agreement, and will result in savings of both time and monies for CFX.

REQUESTED ACTION:

Right-of-way counsel respectfully requests the Board approve the attached Subordination of Easements Agreement as to Parcels 237, 238, 251, 262, 264, and 265 of the State Road 429 Wekiva Parkway Project 429-204.

ATTACHMENTS:

Subordination of Easements Agreement by and between the Central Florida Expressway Authority and Duke Energy Florida, Inc., d/b/a Duke Energy as to Parcels 237, 238, 251, 262, 264, and 265.

ORLDOCS 13994422 2

Prepared By and Return To:
David A. Shontz, Esquire
Shutts & Bowen LLP
200 South Orange Avenue, Suite 1000
Orlando, Florida 32801

SUBORDINATION OF EASEMENTS AGREEMENT

THIS SUBORDINATION OF EASEMENTS AGREEMENT, entered into this ____ day of April, 2015, by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida (the "Authority"), having an address of 4974 ORL Tower Road, Orlando, Florida 32807, and **DUKE ENERGY FLORIDA, INC.** d/b/a Duke Energy (the "Utility"), having an address of P.O. Box 14042, St. Petersburg, Florida 33733.

RECITALS:

WHEREAS, the Utility has perpetual easement(s) for the transmission and distribution of electricity encumbering certain lands hereinafter described that have been determined necessary for expressway purposes; and

WHEREAS, the proposed use of these lands for expressway purposes shall require subordination of the interest in such lands by the Utility to the Authority; and

WHEREAS, the Utility has the authority to subordinate its interest as hereinafter set forth; and

WHEREAS, the Authority is willing to replace Utility's perpetual easements with new easements encumbering different lands and pay for the removal or relocation of Utility's facilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and Authority agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. **Subordination.** The Utility subordinates to the Authority, its successors and assigns, any and all of its easements only to the extent they encumber listed property in the lands described as follows, to wit:

See Composite Exhibit "A" attached hereto and incorporated by reference herein

for the purpose of constructing, improving, maintaining and operating an expressway and appurtenant improvements over, through, upon, and/or across such lands.

3. **Reservation of Rights.** The Utility reserves the right to construct, operate, maintain, improve, add to, upgrade, remove, or relocate facilities on, within, and upon the lands described herein in accordance with the Authority's current minimum standards, as may be amended, for such facilities as required by the State of Florida Department of Transportation ("FDOT"), Utility Accommodation Guide.

4. **Relocation of Easements.** Should the Authority require the Utility to alter, remove, adjust, or relocate its facilities located within any portion of the above-described lands, the Authority hereby agrees to pay the direct costs of such alteration, adjustment, relocation or removal including, but not limited to the cost of acquiring appropriate replacement easements to cover the relocated facilities. Any relocation, alteration or removal of the Utility's facilities not required by the Authority shall be performed at the Utility's sole cost and expense.

5. **Maintenance Access by the Utility.**

a. The Utility shall retain the reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 3 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that the exercise of such rights does not unreasonably interfere with the operation and safety of the Authority's expressway. The Utility shall pay tolls for the entry and exit of all its equipment and vehicles and those of its contractor at the prevailing rate.

b. In the exercise of the rights and privileges under Paragraphs 3 and 5a, above, the Utility shall not damage or disturb any improvements located outside of the easement areas and, upon completion of any work, shall repair and restore any damage to the Authority property or improvements to the satisfaction of the Authority. The Utility shall be responsible for the proper construction, operation, maintenance and repair of the facilities installed and maintained by the Utility, and the Authority shall assume no responsibility or liability for the maintenance, repair or safe operation of such facilities. All entries upon property owned by the Authority by Utility, its employees, agents and contractors, shall be at Utility's risk and expense. The Utility shall agree to indemnify the Authority against any loss or damage directly resulting from the Utility's exercise of its rights outlined in Paragraphs 3 and 5a, above.

6. **Non-Interference with Facilities.** The Authority covenants not to interfere with the Utility's facilities within the easement area on the above-described property. The Authority is a political subdivision of the State of Florida entitled to sovereign immunity, and has no power or authority to expand the scope of its liability; however, to the extent provided by Florida law, the Authority shall indemnify and hold the Utility harmless from any and all damages and injuries, whether to persons or property, resulting from interference with the Utility's facilities by the Authority or by the Authority's contractors, agents or employees.

7. **Notice of Construction.** Except in case of emergency, the Authority shall give a minimum of forty-eight (48) hours' notice to the Utility's local office prior to the commencement of construction over the Utility's easement areas in the above-described property. In emergency situations, Authority shall notify the Utility's office as soon as possible.

8. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein shall constitute a waiver of either party's right to demand strict compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of Florida. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

Signed, sealed and delivered
in our presence as witnesses:

Darleen Mazzillo

Darleen Mazzillo
(Print Name)

Begla Lamante

Begla Lamante
(Print Name)

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

By: Joseph A Berenis

Print Name: Joseph A Berenis

Title: Dep Exe Director

Approved as to form for execution by the
Authorized Signatory of the Central Florida
Expressway Authority

By: [Signature]

Print Name: David A. Shontz
Right of Way Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8th day of April, 2015, by Joseph A. Berenis as Deputy Exec. Director of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a municipal corporation, who is personally known to me or has produced n/a as identification and who did/did not take an oath.

Darleen Mazzillo
Notary Public

Darleen Mazzillo
Print Name



Notary Public, State of Florida
Commission No. EE 879488
My commission expires: 3/25/17

Signed, sealed and delivered
in our presence as witnesses:

Benita Bostel
Benita Bostel
(Print Name)

NICK BRANA
NICK BRANA
(Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6th day of
APRIL, 2015, by KRIS TIETIG as MANAGER-DIST. (RDW) of Duke Energy
Florida, Inc. d/b/a Duke Energy, on behalf of the corporation, who is personally known to me or
has produced _____ as identification and who did/did not take an oath.

NICK BRANA
Notary Public

NICK BRANA
Print Name

Notary Public, State of Florida
Commission No. FF 052769
My commission expires: SEPT. 10, 2017

Prepared and Approved By:

David A. Shontz, Esq.
Print Name: David A. Shontz, Esq.

Received By:

General Counsel



LEGAL DESCRIPTION

PARCEL 237

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF LOT 12, EMERY SMITH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 22 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6176, PAGE 1203, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 4"x4" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 00°21'57" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2089.57 FEET TO A POINT ON THE SOUTH LINE OF SAID EMERY SMITH SUBDIVISION; THENCE DEPARTING SAID WEST LINE NORTH 89°17'11" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 262.37 FEET TO THE POINT OF BEGINNING AND A POINT ON A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 10°18'13" EAST, NORTHEASTERLY 389.55 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5,653.17 FEET, A CENTRAL ANGLE OF 03°56'53" AND A CHORD BEARING NORTH 12°16'39" EAST TO A POINT ON THE NORTH LINE OF SAID LOT 12; THENCE NORTH 89°19'11" EAST ALONG SAID NORTH LINE, A DISTANCE OF 225.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 00°02'23" EAST ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 379.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12 AND SAID SOUTH LINE OF EMERY SMITH SUBDIVISION; THENCE SOUTH 89°17'11" WEST ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 308.49 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.345 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


RUSSELL J. MARKS, PSM NO. 5623

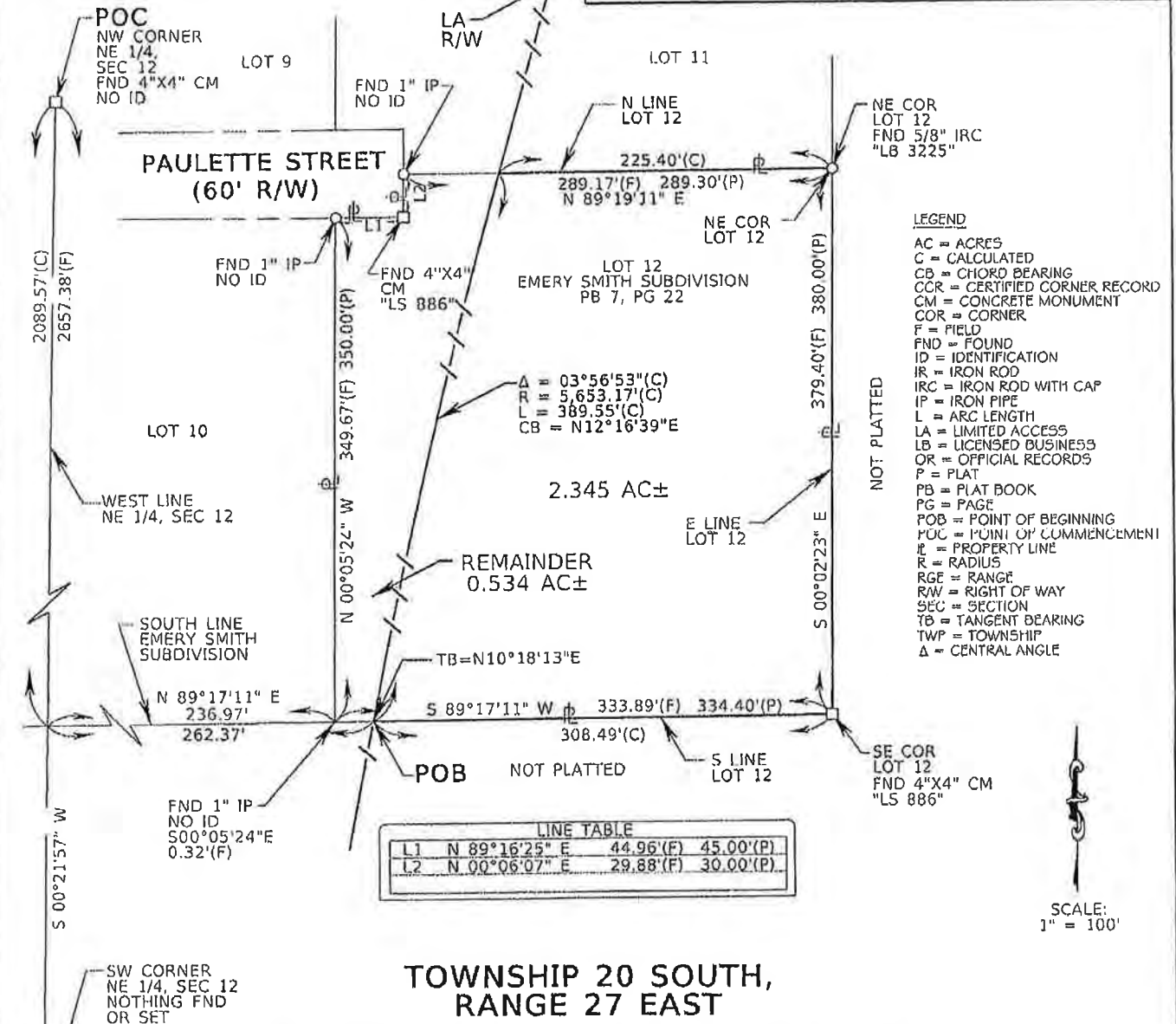
NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL.

3/25/14
DATE

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY			STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14		URS URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0333 LICENSED BUSINESS NO. 6639	REVISIONS:
DRAWN BY: SMP	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 1 OF 2

SKETCH OF DESCRIPTION

PARCEL: 237
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE



GENERAL NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 00°21'57" WEST.
- THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
- ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION, THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 19, 2012, FILE NO. 2037-2856892 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

URS

URS CORPORATION
315 E. ROBINSON STREET
SUITE 245
ORLANDO, FL 32801-1949
PH (407) 422-0353
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OCEA PROJECT NO: 429-204

SHEET: 2 OF 2

LEGAL DESCRIPTION

PARCEL 238

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

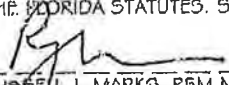
THAT PART OF LOT 11, EMERY SMITH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 22 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5465, PAGE 127, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 4"x4" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 00°21'57" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1,329.94 FEET TO A POINT ON THE NORTH LINE OF SAID EMERY SMITH SUBDIVISION; THENCE DEPARTING SAID WEST LINE NORTH 89°18'22" EAST ALONG SAID NORTH LINE, A DISTANCE OF 452.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°18'22" EAST ALONG SAID NORTH LINE, A DISTANCE OF 113.23 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 00°02'23" EAST ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 379.95 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 89°19'11" WEST ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 225.40 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 14°15'06" EAST, NORTHEASTERLY 166.60 FEET ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 5,653.17 FEET, A CENTRAL ANGLE OF 01°41'19" AND A CHORD BEARING OF NORTH 15°05'45" EAST TO THE POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY 230.83 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 4,987.67 FEET, A CENTRAL ANGLE OF 02°39'06" AND A CHORD BEARING OF NORTH 17°15'58" EAST TO A POINT ON THE NORTH LINE OF SAID LOT 11 AND SAID NORTH LINE OF EMERY SMITH SUBDIVISION AND THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.500 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


RUSSELL J. MARKS, PSM NO. 5623

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

DATE

3/25/14

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

URS

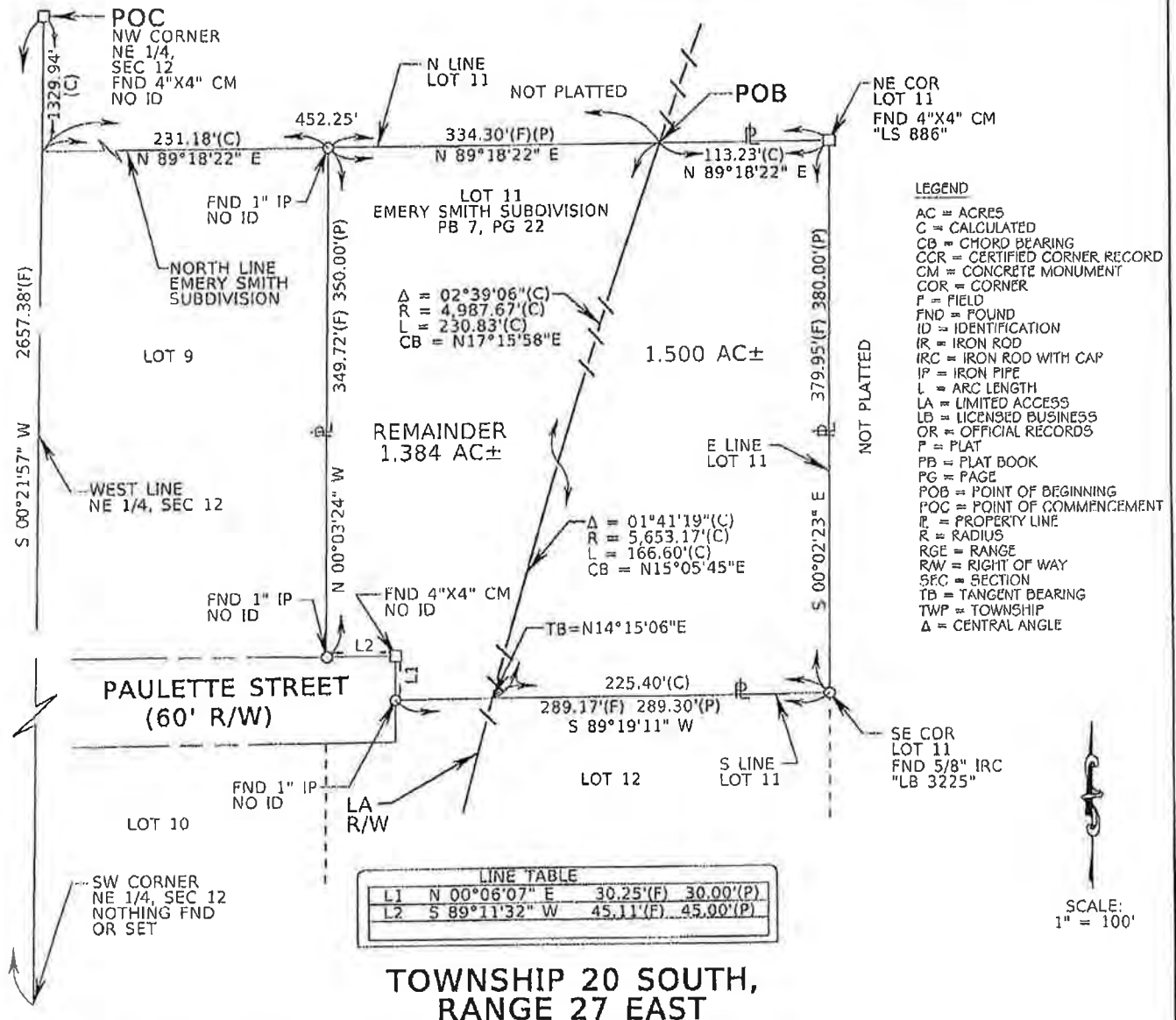
URS CORPORATION
315 E. ROBINSON STREET
SUITE 245
ORLANDO, FL 32801-1949
PH (407) 422-0353
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 1 OF 2

SKETCH OF DESCRIPTION

PARCEL: 238
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE



GENERAL NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 00°21'57" WEST.
- THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
- ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 19, 2012, FILE NO. 2037-2056918 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

URS

URS CORPORATION
315 E. ROBINSON STREET
SUITE 245
ORLANDO, FL 32801-1949
PH (407) 422-0353
LICENSED BUSINESS NO. 6639

REVISIONS:

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

SHEET: 2 OF 2

LEGAL DESCRIPTION

PARCEL 251

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE


THAT PART OF THE SOUTH 1/2 OF THE SE 1/4 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7844, PAGE 4027 AND BOOK 8432, PAGE 4446, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE WEST 110 FEET OF THE EAST 330 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS THE SOUTH 30 FEET FOR ROAD RIGHT-OF-WAY."

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.760 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


RUSSELL J. MARKS, PSAI NO. 5623

12/18/13
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

URS

URS CORPORATION
315 E. ROBINSON STREET
SUITE 245
ORLANDO, FL 32801-1949
PH (407) 422-0353
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 1 OF 2

SKETCH OF DESCRIPTION

PARCEL 25 I
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

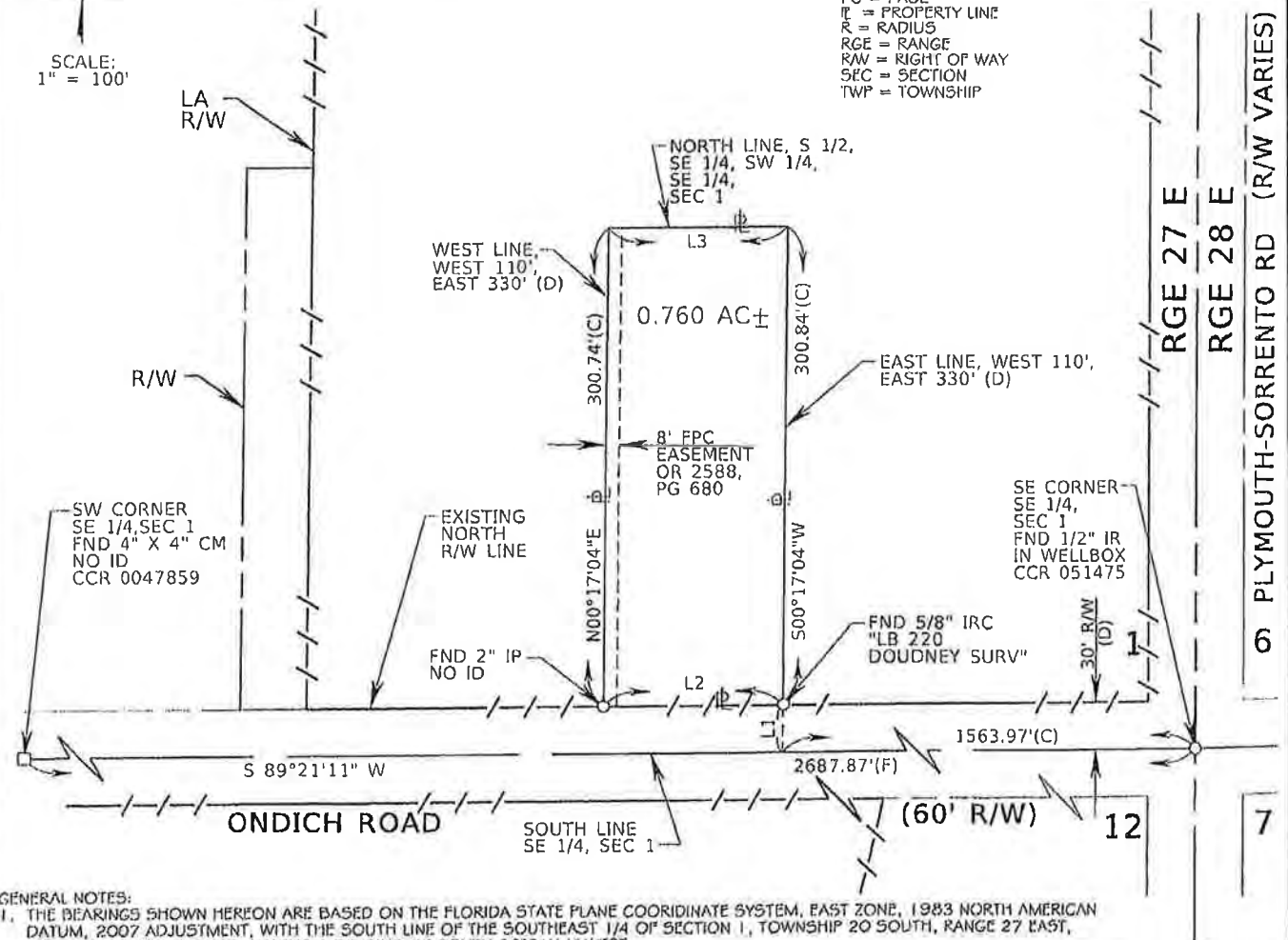
TOWNSHIP 20 SOUTH,
RANGE 27 EAST

LINE TABLE		
L1	N 00°17'04" E	30.00'(C)
L2	S 89°21'11" W	110.01'(C)
L3	N 89°18'06" E	110.02'(C)

SCALE:
1" = 100'

LEGEND

C = CALCULATED
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
COR = CORNER
D = DEED
DB = DEED BOOK
F = FIELD
FND = FOUND
FPC = FLORIDA POWER CORPORATION
ID = IDENTIFICATION
IR = IRON ROD
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
OR = OFFICIAL RECORDS
PB = PLAT BOOK
PG = PAGE
P = PROPERTY LINE
R = RADIUS
RGE = RANGE
RAW = RIGHT OF WAY
SEC = SECTION
TWP = TOWNSHIP



GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 20, 2012, FILE NO. 2037-2856989 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13

URS

URS CORPORATION
315 E. ROBINSON STREET
SUITE 245
ORLANDO, FL 32801-1949
PH (407) 422-0353
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

SHEET: 2 OF 2

LEGAL DESCRIPTION

PARCEL 262

PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

THAT PART OF THE NORTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 1,
TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING
THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8615, PAGE 4918,
PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

"A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4
OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY,
FLORIDA. LESS THE NORTH 337.86 FEET THEREOF AND ALSO LESS THE EAST
30.00 FEET FOR ROAD PURPOSES.

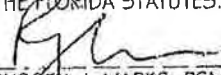
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE ALONG
THE EAST LINE OF SAID SECTION 1 NORTH 00 DEGREES 07'20" WEST 663.42 FEET;
THENCE SOUTH 89 DEGREES 10'25" WEST 30.00 FEET TO THE WEST RIGHT-OF-WAY
LINE OF PLYMOUTH SORRENTO ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE
NORTH 00 DEGREES 07'20" WEST 326.54 FEET; THENCE SOUTH 89 DEGREES 03'09"
WEST 639.36 FEET; THENCE SOUTH 00 DEGREES 02'02" WEST 325.39 FEET; THENCE
NORTH 89 DEGREES 10'25" EAST 640.23 FEET TO THE POINT OF BEGINNING."

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM
OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE
ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 4.786 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO
THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL
DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET
FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN
CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF
THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


RUSSELL J. MARKS, PSM NO. 5623

12/18/13
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 12/18/13	URS URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 1 OF 2

ESTATE: FEE SIMPLE

C = CALCULATED
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
COR = CORNER
D = DEED
DB = DEED BOOK
F = FIELD
FPC = FLORIDA POWER
CORPORATION
FND = FOUND
ID = IDENTIFICATION
IR = IRON ROD
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
OR = OFFICIAL RECORDS
PB = PLAT BOOK
PG = PAGE
PL = PROPERTY LINE
R = RADIUS
RGE = RANGE
RAW = RIGHT OF WAY
SEC = SECTION
TWP = TOWNSHIP

LINE TABLE

L1	S 89°15'01" W (C)	30.00'(C)(D)
----	-------------------	--------------

NE COR SE 1/4
FND 1" IR
NO ID
(IN WELL BOX)
CCR 41735

-30' R/W
DB 402
PG 116

SCALE:
1" = 150'

SW CORNER
SE 1/4, SEC 1
FND 4"X4" CM
NO ID
CCR 0047859

WEST LINE
SE 1/4 SE 1/4 (D)

4.786 AC+

DECLARATION OF--
EASEMENT FOR
INGRESS/EGRESS
OR 3812. PG 2602

10' FPC —
DISTRIBUTION
EASEMENT
OR 3882 PG 4705

SOUTH LINE
NORTH 337.86' (D)

SOUTH LINE
N 1/2 SE 1/4 SE 1/4 (D)

EXISTING
NORTH R/W
LINE

→ SOUTH LINE

EXISTING -
WEST R/W
LINE

EAST LINE
SE 1/4, SEC 1

(R/W VARIES)

ONDICH ROAD

(60' R/W) 12

POC
SE CORNER
SE 1/4,
SEC 1
FND 1/2" IR
IN WELLBOX
CCR 051475

- GENERAL NOTES:
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 83°21'11" WEST.
 2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
 3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
 4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 27, 2012, FILE NO. 2037-265129 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

URS

URS CORPORATION
315 E. ROBINSON STREET
SUITE 245
ORLANDO, FL 32801-1949
PH (407) 422-0353
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 2 OF 2

LEGAL DESCRIPTION

PARCEL 264

PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

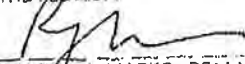
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED
IN OFFICIAL RECORDS BOOK 4291, PAGE 817, PUBLIC RECORDS OF
ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

"BEGINNING AT THE S. E. CORNER OF SECTION 1, TWP 20 S, RGE 27 E,
THENCE N 00°10'20" E 1012.14 FEET, THENCE S 89°19'00" W 30.00
FEET TO THE P. O. B. THENCE N 00°10'20" E 213.00 FT, THENCE S 89°
19'00" W 401.21 FEET, THENCE S 00°10'20" W 85.14 FEET, THENCE
S 89°19'00" W 184.00 FEET THENCE S 00°10'20" W 127.86 FEET,
THENCE N. 89°19'00" E 585.21 FEET, TO THE P. O. B."

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW
TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY
WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID
RIGHT OF WAY.

CONTAINING 2.502 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO
THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL
DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET
FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN
CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF
THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


RUSSELL J. MARKS, PSM NO. 5623

3/25/14

DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY			STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14		URS URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: SMP	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 1 OF 2

SKETCH OF DESCRIPTION

PARCEL: 264

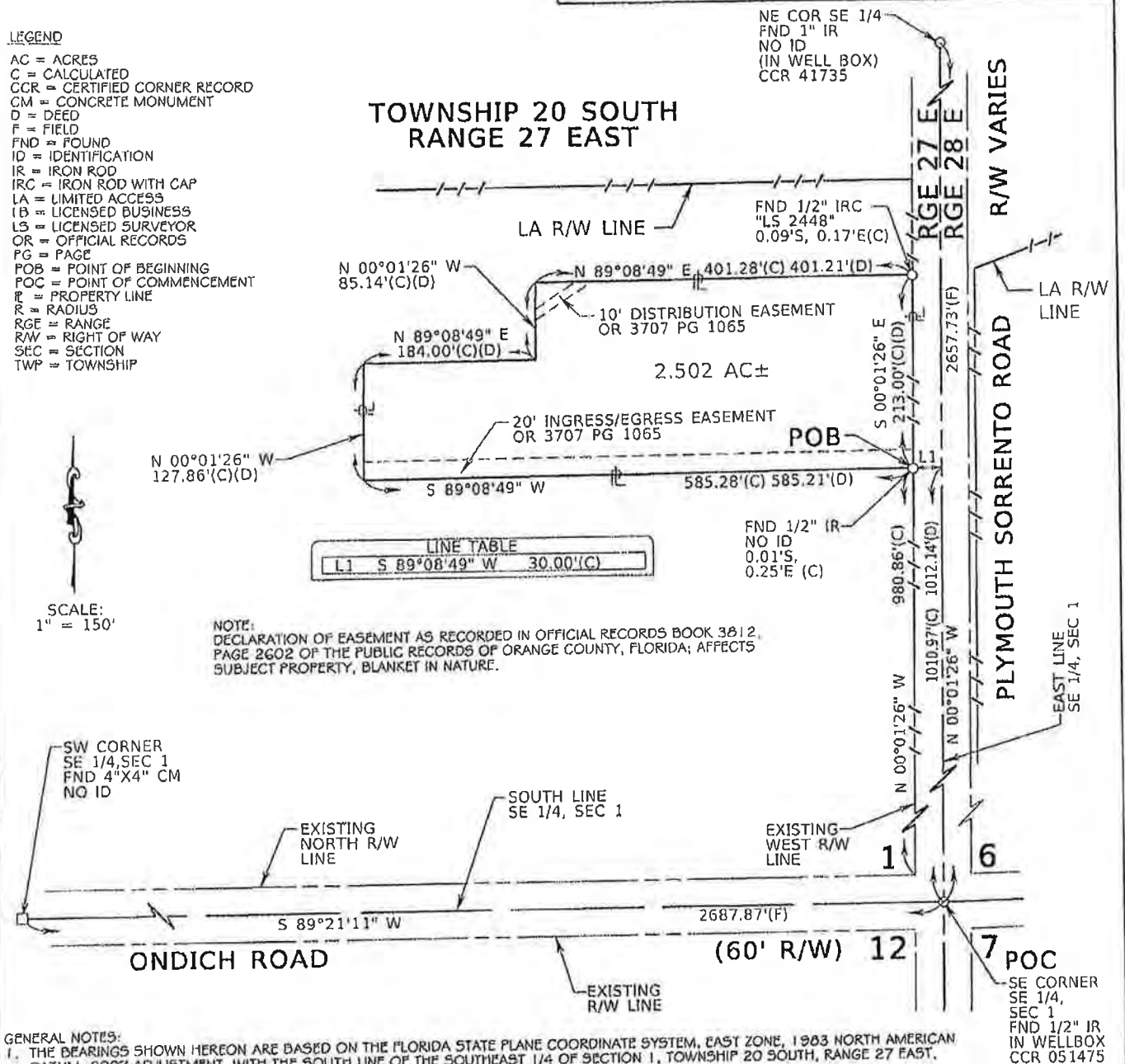
PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

LEGEND

AC = ACRES
C = CALCULATED
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
D = DEED
F = FIELD
FND = FOUND
ID = IDENTIFICATION
IR = IRON ROD
IRC = IRON ROD WITH CAP
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
OR = OFFICIAL RECORDS
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PL = PROPERTY LINE
R = RADIUS
RGE = RANGE
R/W = RIGHT OF WAY
SEC = SECTION
TWP = TOWNSHIP

TOWNSHIP 20 SOUTH RANGE 27 EAST



- FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY
- DESIGNED BY: RJM
- DRAWN BY: SMP
- APPROVED BY: RJM
- DATE: 3/18/14
- JOB NO:
- OOCEA PROJECT NO: 429-204
- STATE ROAD 429
- URS CORPORATION
315 E. ROBINSON STREET
SUITE 245
ORLANDO, FL 32801-1949
PH (407) 422-0353
LICENSED BUSINESS NO. 6839
- REVISIONS:
- SHEET: 2 OF 2

LEGAL DESCRIPTION

PARCEL 265

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE


THAT PART OF THE SOUTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5354, PAGE 525 AND BOOK 6343, PAGE 2722, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"BEGINNING AT THE SOUTH EAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, THENCE NORTH 00 DEGREES 10 MINUTES 20 SECONDS EAST 1012.14 FEET, THENCE SOUTH 89 DEGREES 19 MINUTES 00 SECONDS WEST 30.00 FEET, THENCE NORTH 00 DEGREES 10 MINUTES 20 SECONDS EAST 213.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 19 MINUTES 00 SECONDS WEST 401.21 FEET, THENCE SOUTH 00 DEGREES 10 MINUTES 20 SECONDS WEST 85.14 FEET, THENCE SOUTH 89 DEGREES 19 MINUTES 00 SECONDS WEST 184.00 FEET, THENCE SOUTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 127.86 FEET, THENCE SOUTH 89 DEGREES 19 MINUTES 00 SECONDS WEST 100.00 FEET, THENCE NORTH 00 DEGREES 10 MINUTES 20 SECONDS EAST 317.86 FEET, THENCE NORTH 89 DEGREES 19 MINUTES 00 SECONDS EAST 685.21 FEET, THENCE SOUTH 00 DEGREES 10 MINUTES 20 SECONDS WEST 104.86 FEET, TO THE POINT OF BEGINNING."

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.498 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


RUSSELL J. MARKS, PSM NO. 5623

3/25/14
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14	URS URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: SMP	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 1 OF 2

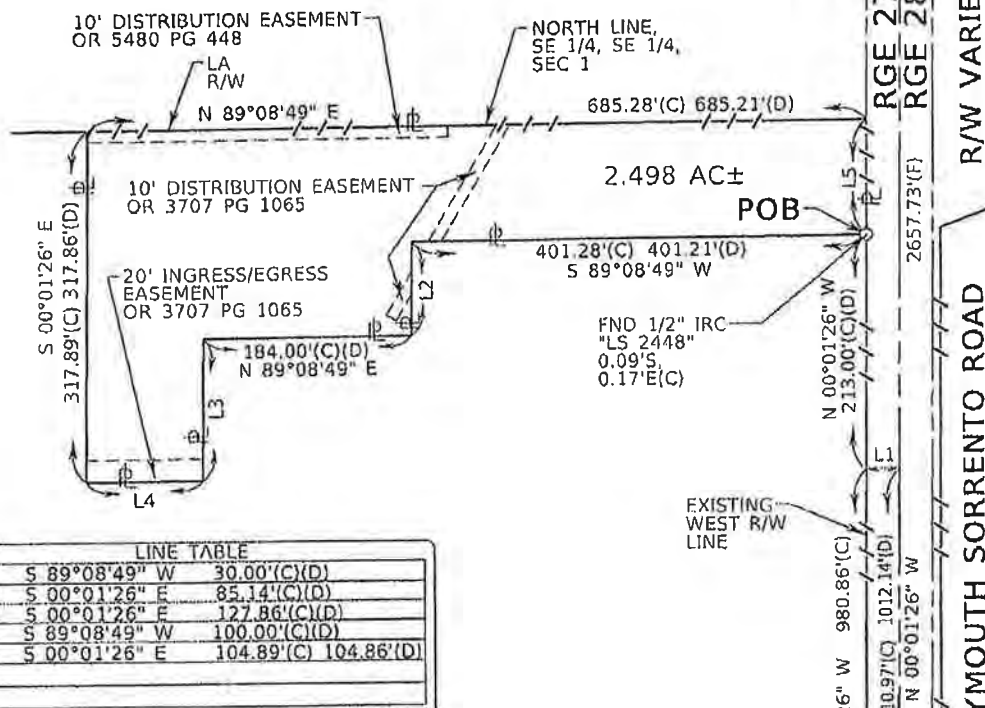
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

AC = ACRES
C = CALCULATED
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
D = DEED
F = FIELD
FND = FOUND
ID = IDENTIFICATION
IR = IRON ROD
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
OR = OFFICIAL RECORDS
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
P = PROPERTY LINE
R = RADIUS
RGE = RANGE
RAW = RIGHT OF WAY
SEC = SECTION
TWP = TOWNSHIP
IRC = IRON ROD & CAP

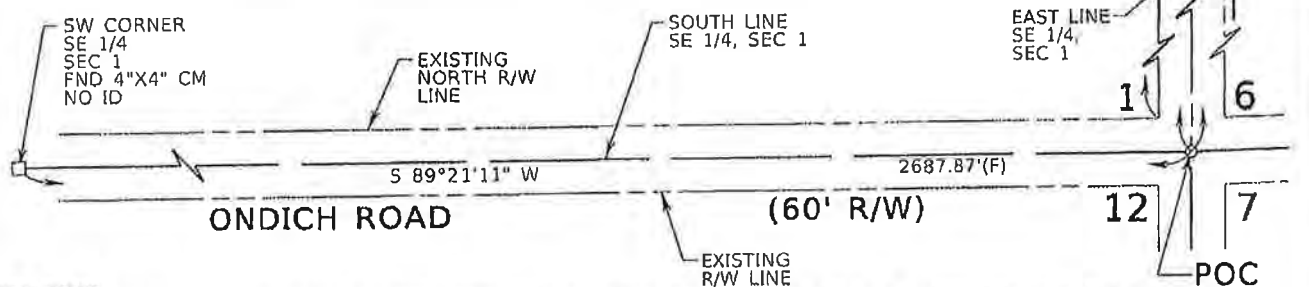


SCALE:
1" = 150'

NE COR SE 1/4
SEC 1
FND 1" IR
NO ID
(IN WELL BOX)
CCR 41735



NOTE:
DECLARATION OF EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3812,
PAGE 2602 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AFFECTS
SUBJECT PROPERTY, BLANKET IN NATURE.



GENERAL NOTES:

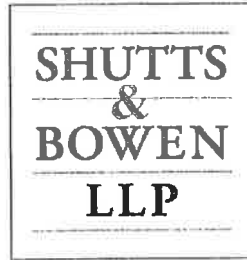
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 27, 2012, FILE NO. 2037-2657143 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

SE CORNER
SE 1/4,
SEC 1
FND 1/2" IR
IN WELLBOX
CCR 051475

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY			STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14		URS URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6039	REVISIONS:
DRAWN BY: SMP	JOB NO:			
APPROVED BY: RJM	OCEA PROJECT NO: 429-204			SHEET: 2 OF 2

CONSENT AGENDA ITEM

#19



Founded 1910

MEMORANDUM

TO: Central Florida Expressway
Authority Board Members

CLIENT-MATTER NO.: 19125.0082

FROM: David A. Shontz

DATE: April 28, 2015

RE: **State Road 453 Wekiva Parkway, Project 429-206, Parcel Resolutions**



Shutts & Bowen LLP, as Right-of-Way counsel, submits the attached Resolutions and requests the Board approve the adoption of these Resolutions for the acquisition of Parcel 311/811, Parcel 312, Parcel 313, Parcel 315, Parcel 316/816, Parcel 318, Parcel 319, Parcel 320/820, Parcel 322/822, Parcel 328, Parcel 330/730, Parcel 331, Parcel 332, Parcel 335, and Parcel 336 for the construction of State Road 453 Wekiva Parkway Project 429-206.

DESCRIPTION AND BACKGROUND:

These Resolutions are being sought in accordance with applicable Florida law governing eminent domain and property acquisition procedures. Additionally, the Resolutions are being sought as a step in the process of property acquisition consistent with the requirements of the CFX Property Acquisition and Disposition Procedures Manual.

Acquisition of the following parcels is necessary for the construction of the State Road 453 Wekiva Parkway Project 429-206:

1. Parcel 311 Part A containing 0.726 acres, more or less, is a fee simple acquisition for use as right-of-way, and Part B containing 32.536 acres, more or less, is a fee simple acquisition for use as limited access right-of-way. Parcel 811 is a perpetual easement acquisition for use as a permanent drainage easement. The remainder property consists of approximately 215.560 acres. The property is located north of the Lake/Orange County line, west of Plymouth Sorrento Road and south of Coronado Somerset Road in Lake County, Florida.
2. Parcel 312 is a fee simple acquisition of 0.808 acres, more or less, for use as limited access right-of-way. The acquisition from the western section of the

property results in a remainder of 4.634 acres, more or less. The property is located west of Swann Road at the southern terminus of Rockland Avenue in Lake County, Florida.

3. Parcel 313 is a fee simple acquisition of 10.956 acres, more or less, for limited access right-of-way, leaving a remainder of 16.747 acres, more or less. The property is located north of the Lake/Orange County line and south of Coronado Somerset Road in Lake County, Florida.
4. Parcel 315 is a fee simple whole taking consisting of Part A containing 4.882 acres, more or less, for use as limited access right-of-way, and Part B containing 9,969 square feet, more or less, for use as right-of-way. The property is located on the south side of Coronado Somerset Road, west of Swann Road in Lake County, Florida.
5. Parcel 316 is a fee simple acquisition consisting of Part A containing 4.149 acres, more or less, to be used as limited access right-of-way, and Part B containing 0.735 acres, more or less to be used as right-of-way. Parcel 816 is a permanent easement taking of 9,969 square feet, more or less, over Coronado Somerset Road. Parcel 316, Part B, will be dedicated to the public as an Ingress/Egress and Utility Easement. The property is located on the south side of Coronado Somerset Road, west of Swann Road in Lake County, Florida.
6. Parcel 318 is a fee simple acquisition of 0.032 acres, more or less, for use as limited access right-of-way, with a remainder consisting of 4.986 acres, more or less. The property is located on the north side of Coronado Somerset Road at the northern terminus of South Coronado Drive and south of the railroad right-of-way in Lake County, Florida.
7. Parcel 319 is a fee simple acquisition of 2.396 acres, more or less, for use as limited access right-of-way. The acquisition of Parcel 319 from the northern portion of the parent tract results in a remainder of 3.641 acres, more or less, which is located on the north side of Coronado Somerset Road, south of the railroad right-of-way in Lake County, Florida.
8. Parcel 320 is a fee simple acquisition of 3.281 acres, more or less, for use as limited access right of way. Parcel 820 is a permanent easement of 2,590 square feet, more or less, across Coronado Somerset Road. The remainder consists of two pieces of property containing 2.048 acres, more or less, and 0.894 acres, more or less. The property is located on the north side of Coronado Somerset Road, south of the railroad right-of-way in Lake County, Florida.
9. Parcel 322 is a fee simple acquisition of 1.322 acres, more or less, for use as limited access right-of-way. Parcel 822 is a permanent easement acquisition of 7,876 square feet, more or less, across a portion of Coronado Somerset Road. The remainder is 3.604 acres, more or less. The property is located along the north side of Coronado Somerset Road in Lake County, Florida.

10. Parcel 328 is a fee simple whole take of Part A, consisting of 5.001 acres, more or less, for right-of-way purposes, and Part B, consisting of 0.651 acres, more or less, for use as limited access right-of-way. The property is located south of State Road 46 and north of the railroad right-of-way in Lake County, Florida.
11. Parcel 330 consists of three (3) parts: Part A, a fee simple acquisition of 1.878 acres, more or less, for right-of-way; Part B, a fee simple acquisition of 3.060 acres, more or less, for right-of-way; and Part C, a fee simple acquisition of 26.003 acres, more or less, for use as limited access right-of-way. The remainder consists of two parcels of 28.123 acres, more or less, and 2.538 acres, more or less. Parcel 730 is a temporary construction easement to allow access to demolish a building which is severed by the taking of Part A. The property is located on the north side of State Road 46 and east of Round Lake Road in Lake County, Florida.
12. Parcel 331 is a whole taking of a hiatus parcel lying between the State Road 46 and railroad rights-of-way. Part A consists of 0.253 acres, more or less, for right-of-way purposes; Part B consists of 0.304 acres, more or less, for use as limited access right-of-way. The property is located in Lake County, Florida.
13. Parcel 332 is a whole taking of a hiatus parcel containing 0.860 acres, more or less, for right-of-way purposes. The property lies south of the State Road 46 and north of the railroad rights-of-way in Lake County, Florida.
14. Parcel 335 is a fee simple acquisition of 1.074 acres, more or less, for use as right-of-way purposes, leaving a remainder of 12.672 acres, more or less, to the parent tract. The property lies to the north of the State Road 46 and railroad rights-of-way and east of Round Lake Road in Lake County, Florida.
15. Parcel 336 is a fee simple acquisition of 0.195 acres, more or less, for use as right-of-way purposes, leaving a remainder of 10.892 acres, more or less, to the parent tract. The property lies to the north of the State Road 46 and railroad rights-of-way and east of Round Lake Road in Lake County, Florida.

REQUESTED ACTION:

Right-of-Way counsel respectfully requests the Board adopt the attached Resolutions to allow acquisition of Parcel 311/811, Parcel 312, Parcel 313, Parcel 315, Parcel 316/816, Parcel 318, Parcel 319, Parcel 320/820, Parcel 322/822, Parcel 328, Parcel 330/730, Parcel 331, Parcel 332, Parcel 335, and Parcel 336 for the construction of State Road 453 Wekiva Parkway Project 429-206.

ATTACHMENTS:

Resolution for Parcel 311/811
Resolution for Parcel 312
Resolution for Parcel 313
Resolution for Parcel 315
Resolution for Parcel 316/816
Resolution for Parcel 318
Resolution for Parcel 319
Resolution for Parcel 320/820
Resolution for Parcel 322/822
Resolution for Parcel 328
Resolution for Parcel 330/730
Resolution for Parcel 331
Resolution for Parcel 332
Resolution for Parcel 335
Resolution for Parcel 336

ORLDOCS 13993927 2

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 453 Wekiva Parkway Project Number 429-206, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13993933 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 311
PART A**

**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the West 1/2 of the Southwest 1/4 of Section 36 Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 36, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with 1/2" iron rod stamped "2 1 36 35"; thence run South 89°47'27" East along the South line of the Southwest 1/4 of said Section 36, a distance of 748.48 feet to the POINT OF BEGINNING; thence departing said South line, run North 63°09'42" West, a distance of 113.78 feet; thence run South 89°47'27" East, a distance of 671.51 feet; thence run South 00°58'18" West, a distance of 51.00 feet to the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 36, said point being a found 3.5" concrete monument with cap stamped "LB 3827"; thence run North 89°47'27" West along the South line of said Southwest 1/4, a distance of 411.53 feet to the POINT OF BEGINNING.

Containing 0.726 acres, more or less.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 311
PART B**

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the East 1/2 of Section 35 and the Southwest 1/4 of Section 36 Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 36, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with 1/2" iron rod stamped "2 1 36 35"; thence run South 89°47'27" East along the South line of the Southwest 1/4 of said Section 36, a distance of 1317.59 feet to the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 36, said point being a found 3.5" concrete monument with cap stamped "LB 3827"; thence departing said South line, run North 00°58'18" East, a distance of 51.00 feet; thence run North 89°47'27" West, a distance of 159.72 feet to the POINT OF BEGINNING; thence continue North 89°47'27" West, a distance of 511.79 feet; thence run North 60°15'41" West, a distance of 220.43 feet; thence run North 54°36'10" West, a distance of 235.58 feet to a point on a curve, concave to the Northeast, having a Radius of 3984.72 feet and a Central Angle of 29°42'47"; thence run Northwesterly along the Arc of said curve, a distance of 2066.44 feet (Chord Bearing = North 39°44'46" West, Chord Distance = 2043.36') to the end of said curve; thence run North 24°53'22" West, a distance of 364.97 feet; thence run North 90°00'00" West, a distance of 383.88 feet; thence run North 01°03'08" East, a distance of 799.40' to a point on the North line of the of the South 272.50 feet of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South Range 27 East; thence run North 89°47'59" East along said North line, a distance of 301.90 feet to the Northeast corner of said South 272.50 feet, said point being a 3.5" diameter concrete monument with cap stamped "LB 3827"; thence run South 00°53'15" West along the East line of said South 272.50 feet, a distance of 272.55 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35; thence run North 89°47'59" East along the North line of the Southeast 1/4 of said Section 35, a distance of 190.12 feet; thence departing said North line, run South 24°53'22" East, a distance of 794.45 feet to a point on a curve, concave to the Northeast, having a Radius of 3654.72 feet and a Central Angle of 28°00'10"; thence run Southeasterly along the Arc of said curve, a distance of 1786.22 feet (Chord Bearing = South 38°53'28" East, Chord Distance = 1768.49 feet) to the end of said curve; thence run South 66°10'44" East, a distance of 137.81 feet; thence run South 51°38'41" East, a distance of 99.35 feet to a point on a curve, concave to the Northeast, having a Radius of 3632.72 feet and a Central Angle of 03°11'26"; thence run Southeasterly along the Arc of said curve, a distance of 202.29 feet (Chord Bearing = South 58°10'20" East, Chord Distance = 202.26 feet) to the end of said curve; thence run South 59°46'03" East, a distance of 519.46 feet; thence run South 40°36'53" East, a distance of 21.18 feet; thence run South 30°14'34" West, a distance of 92.10 feet to the POINT OF BEGINNING.

Containing 32.536 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 811

**PURPOSE: PERMANENT DRAINAGE EASEMENT
(ESTATE: PERPETUAL EASEMENT)**

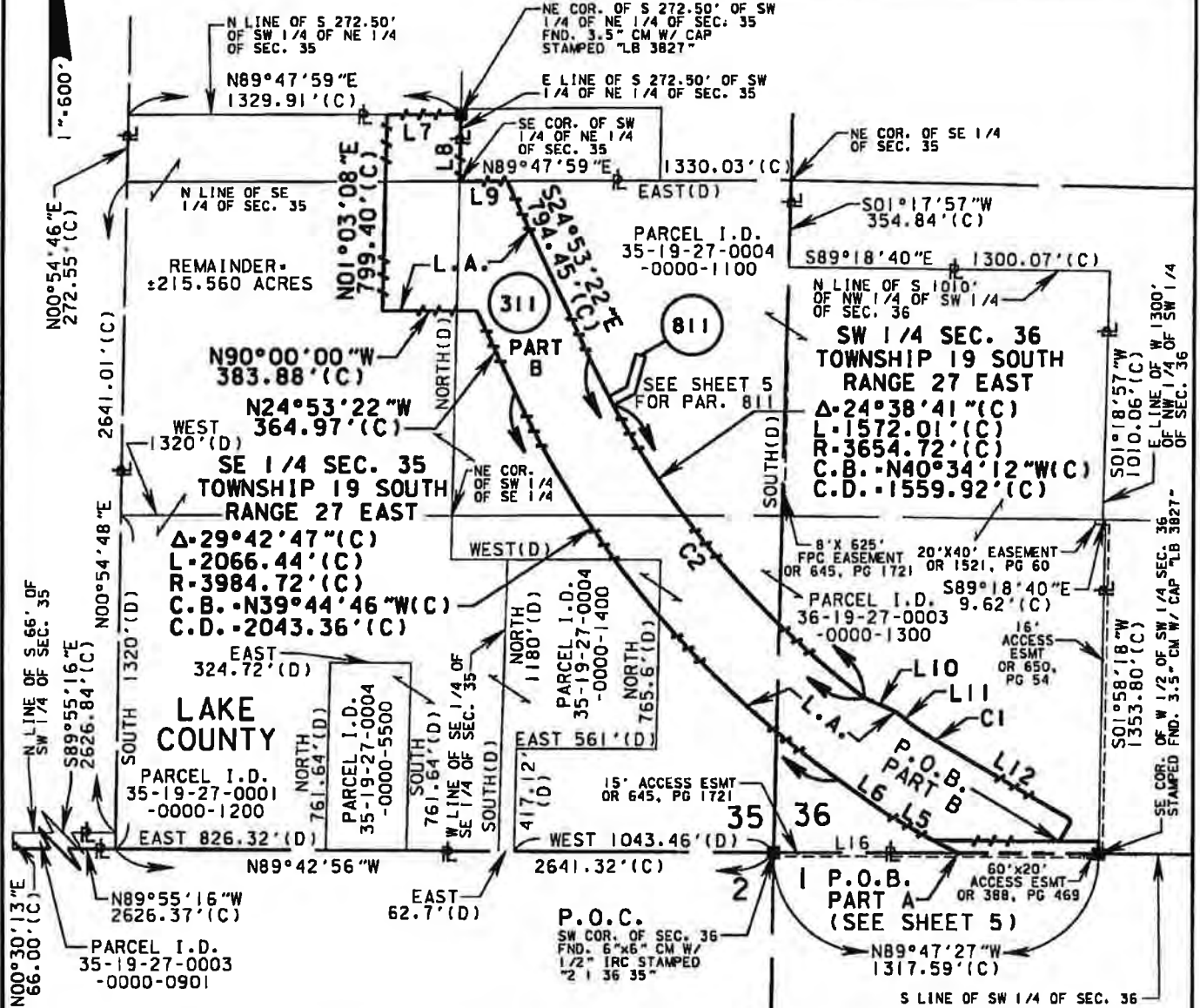
A parcel of land lying in the West 1/2 of the Southwest 1/4 of Section 36 Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 36, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with 1/2" iron rod stamped "2 1 36 35"; thence run South 89°47'27" East along the South line of the Southwest 1/4 of said Section 36, a distance of 1317.59 feet to the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 36, said point being a found 3.5" concrete monument with cap stamped "LB 3827"; thence departing said South line, run North 00°58'18" East, a distance of 51.00 feet; thence run North 89°47'27" West, a distance of 159.72 feet; thence North 30°14'34" East, a distance of 92.10 feet; thence North 40°36'53" West, a distance of 21.18 feet; thence North 59°46'03" West, a distance of 519.46 feet to the point of curvature of a curve to the right having a radius of 3632.72 feet and a central angle of 03°11'26"; thence run Northwesterly along the Arc of said curve, a distance of 202.29 feet (Chord Bearing = North 58°10'20" West, Chord Distance = 202.26 feet) to the end of said curve; thence run North 51°38'41" West, a distance of 99.35 feet; thence run North 66°10'44" West, a distance of 137.81 feet to a point on a curve to the right, concave Northeasterly, having a radius of 3654.72 feet and a central angle of 24°38'41"; thence run Northwesterly along the Arc of said curve, distance of 1572.01 feet (Chord Bearing = North 40°34'12" West, Chord Distance = 1559.92 feet) to the end of said curve and the POINT OF BEGINNING; thence continue along a curve to the right having a radius of 3654.72 feet and a central angle of 00°37'38", a distance of 40.00 feet (Chord Bearing = North 27°56'03" West, Chord Distance = 40.00 feet) to the end of said curve; thence run North 61°59'15", a distance of 81.47 feet; thence run North 15°07'08" East, a distance of 139.01 feet; thence run South 74°52'52" East, a distance of 40.00 feet; thence run South 15°07'08" West, a distance of 156.34 feet; thence run South 61°59'15" West, a distance of 98.87 feet to the POINT OF BEGINNING.

Containing 9515 square feet, more or less.

PARCEL: 311/811

SECTION 35 & 36
TOWNSHIP 19 SOUTH
RANGE 27 EAST



SEE SHEET 6 OF 6
FOR LEGEND, LINE &
CURVE DATA, & NOTES

ORANGE COUNTY


SEE SHEETS 1-3 OF 6
FOR LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY
PARCEL SKETCH

STATE ROAD 453
(WEKIVA PARKWAY)

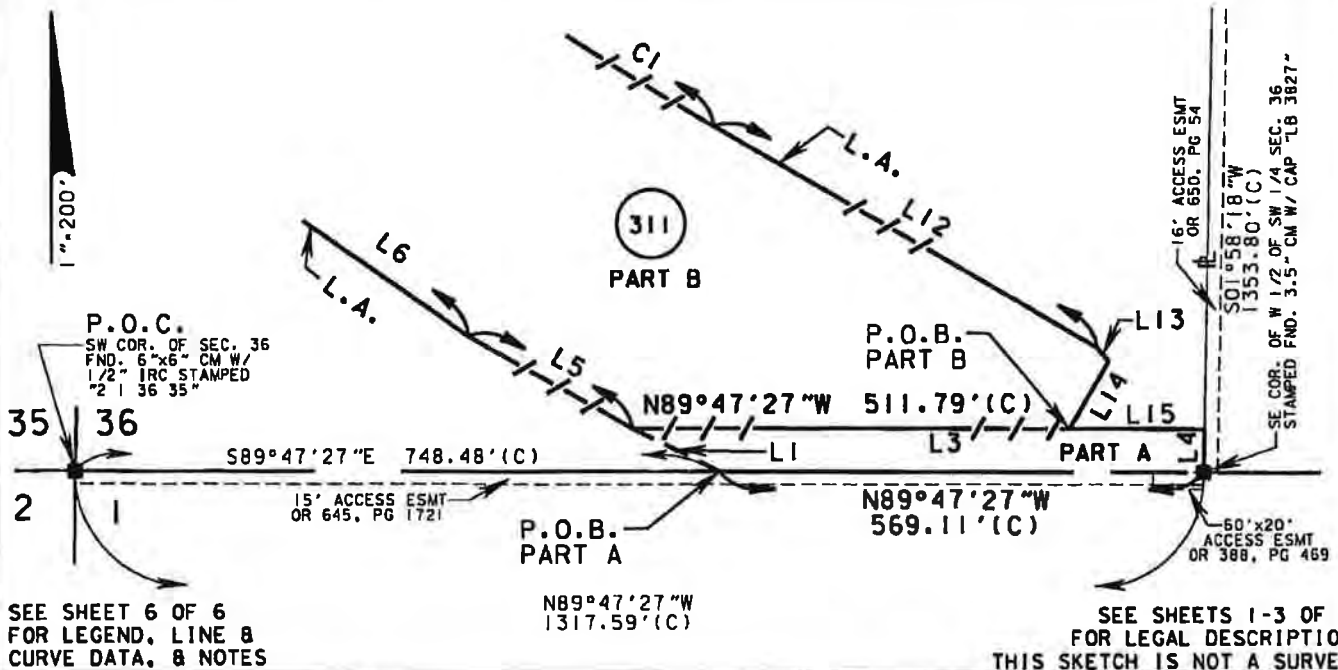
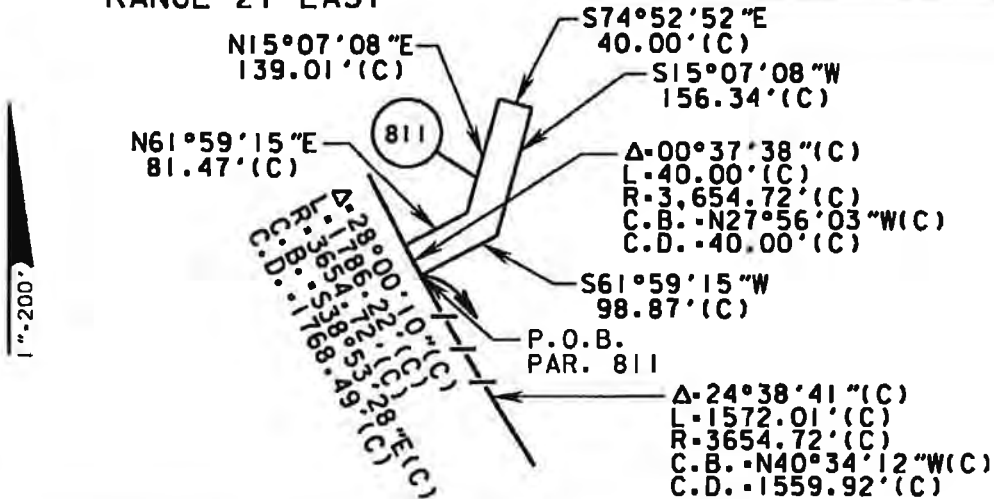
CENTRAL FLORIDA
EXPRESSWAY
AUTHORITY

SECTION 429-206 (2C)

			DRMP PROJECT NO. 12-0150.000	SHEET 4 OF 6	DATE: 08 / 04 / 14	<div>SKETCH PREPARED BY DRMP SURVEYING • MAPPING • PLANNING • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648</div>	
			ADD PAR. 811	CWW	12 / 14		SCALE: 1" = 600'
REVISED PART A	CWW	2 / 15	ADD REMAINDER	CWW	11 / 14		CHECKED: ALQ
REVISED PARTS A AND B	CWW	12 / 14	PER COMMENTS	CWW	9 / 14		
REVISION	BY	DATE	REVISION	BY	DATE		DRAWN: JSG

PARCEL: 311/811

SECTION 35 & 36
TOWNSHIP 19 SOUTH
RANGE 27 EAST



SEE SHEET 6 OF 6
FOR LEGEND, LINE 8
CURVE DATA, & NOTES

SEE SHEETS 1-3 OF 6
FOR LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY
PARCEL SKETCH

STATE ROAD 453
(WEKIVA PARKWAY)

CENTRAL FLORIDA
EXPRESSWAY
AUTHORITY

SECTION 429-206 (2C)

REVISION	BY	DATE	REVISION	BY	DATE
REVISED PART A	CWW	2/15	ADD PAR. 811	CWW	12/14
REVISED PARTS A AND B	CWW	12/14	ADD REMAINDER	CWW	11/14
			PER COMMENTS	CWW	9/14
					CHECKED: ALO
					DRAWN: JSG

SKETCH PREPARED BY

DRMP

ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2640

PARCEL: 311/811

LEGEND:

(C) = CALCULATED DATA
 C.B. = CHORD BEARING
 C.D. = CHORD LENGTH
 COR. = CORNER
 CM = CONCRETE MONUMENT
 (D) = DESCRIBED DATA
 ESMT = EASEMENT
 EXIST. = EXISTING
 FND. = FOUND
 I.D. = IDENTIFICATION
 IP = IRON PIPE
 IRC = IRON ROD & CAP
 L = ARC LENGTH
 L.A. = LIMITED ACCESS RIGHT OF WAY
 L.B. = LICENSED BUSINESS
 OR = OFFICIAL RECORDS BOOK
 PAR. = PARCEL
 PL = PROPERTY LINE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 No. = NUMBER
 PG = PAGE
 R = RADIUS
 REQ. = REQUIRED
 R/W = RIGHT-OF-WAY
 SEC. = SECTION
 Δ = CENTRAL ANGLE

LINE DATA:

L1 = N63°09'42"W 113.78' (C)
 L2 = (NOT USED)
 L3 = S89°47'27"E 671.51' (C)
 L4 = S00°58'18"W 51.00' (C)
 L5 = N60°15'41"W 220.43' (C)
 L6 = N54°36'10"W 235.58' (C)
 L7 = N89°47'59"E 301.90' (C)
 L8 = S00°53'15"W 272.55' (C)
 L9 = N89°47'59"E 190.12' (C)
 L10 = S66°10'44"E 137.81' (C)
 L11 = S51°38'41"E 99.35' (C)
 L12 = S59°46'03"E 519.46' (C)
 L13 = S40°36'53"E 21.18' (C)
 L14 = S30°14'34"W 92.10' (C)
 L15 = N89°47'27"W 159.72' (C)
 L16 = S89°47'27"E 748.48' (C)

Curve C1:

Δ=03°11'26"(C)
 L=202.29' (C)
 R=3632.72' (C)
 C.B.=558°10'20"E (C)
 C.D.=202.26' (C)

Curve C2:

Δ=28°00'10"(C)
 L=1786.22' (C)
 R=3654.72' (C)
 C.B.=538°53'28"E (C)
 C.D.=1768.49' (C)

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'27" EAST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876487, DATED JULY 08, 2014.

SEE SHEETS 4-5 OF 6 FOR
 SKETCH OF DESCRIPTION

SEE SHEETS 1-3 OF 6
 FOR LEGAL DESCRIPTION

**RIGHT OF WAY
 PARCEL SKETCH**

**STATE ROAD 453
 (WEKIVA PARKWAY)**

**CENTRAL FLORIDA
 EXPRESSWAY
 AUTHORITY**

SECTION 429-206 (2C)

Allen L. Quickel
 ALLEN L. QUICKEL
 FLORIDA REGISTERED LAND SURVEYOR NO. 6481
 (NOT VALID UNLESS SIGNED AND SEALED)

DRMP PROJECT NO. 12-0150.000	SHEET 6 OF 6		DATE: 08/04/14
ADD PAR. 811	CWW	12/14	SCALE: N/A
ADD REMAINDER	CWW	11/14	CHECKED: ALO
PER COMMENTS	CWW	9/14	
REVISION	BY	DATE	DRAWN: JSG

SKETCH PREPARED BY
 **DRMP**
 ENGINEERS • SURVEYORS • PLANNERS • DESIGNERS
 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0594
 L.B. No. 2648

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 453 Wekiva Parkway Project Number 429-206, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13993937 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 312

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

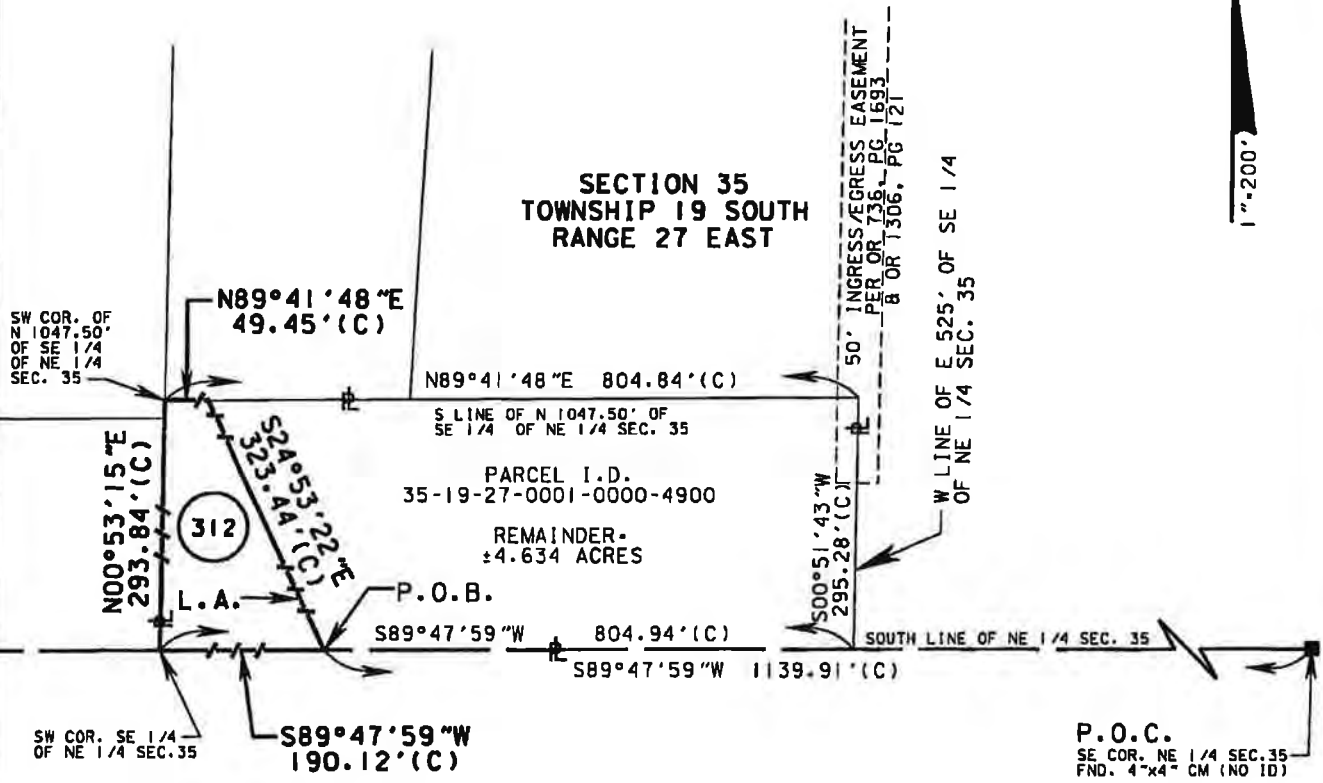
Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1139.91 feet to the POINT OF BEGINNING; thence continue South 89°47'59" West along said South line, a distance of 190.12 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 35; thence run North 00°53'15" East along the West line of the Southeast 1/4 of the Northeast 1/4, a distance of 293.84 feet to the Southwest corner of the North 1047.50 feet of the Southeast 1/4 of the Northeast 1/4 of said Section 35; thence run North 89°41'48" East along the South line of said North 1147.50 feet, a distance of 49.45 feet; thence departing said South line, run South 24°53'22" East, a distance of 323.44 feet to the POINT OF BEGINNING.

Containing 0.808 acres (35,199 square feet), more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

PARCEL: 312
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST

SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST



SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST

SEE SHEET 3 OF 3
FOR LEGEND & NOTES.

SEE SHEET 1 OF 3 FOR
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH			STATE ROAD 453 (WEKIVA PARKWAY)			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			SECTION 429-206 (2C)		
			DRMP PROJECT NO. 12-0150.000			SHEET 2 OF 3			DATE: 08/06/14		
			ADD REMAINDER			CWW 11/14			SCALE: 1" = 200'		
			PER COMMENTS			CWW 9/14			CHECKED: ALQ		
REVISION			BY			DATE			DRAWN: JSG		

SKETCH PREPARED BY

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

PARCEL: 312

LEGEND:


(C)	=	CALCULATED DATA	L.A.	=	LIMITED ACCESS RIGHT OF WAY
C.B.	=	CHORD BEARING	L.B.	=	LICENSED BUSINESS
C.D.	=	CHORD LENGTH	OR	=	OFFICIAL RECORDS BOOK
COR.	=	CORNER	PL	=	PROPERTY LINE
CM	=	CONCRETE MONUMENT	P.O.B.	=	POINT OF BEGINNING
(D)	=	DESCRIBED DATA	P.O.C.	=	POINT OF COMMENCEMENT
ESMT	=	EASMENT	No.	=	NUMBER
EXIST.	=	EXISTING	PG	=	PAGE
FND.	=	FOUND	R	=	RADIUS
I.D.	=	IDENTIFICATION	REQ.	=	REQUIRED
IP	=	IRON PIPE	R/W	=	RIGHT-OF-WAY
IRC	=	IRON ROD & CAP	SEC.	=	SECTION
L	=	ARC LENGTH	Δ	=	CENTRAL ANGLE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'59" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN ORDER No. 4876497, DATED JULY 20, 2014.

SEE SHEET 2 OF 3 FOR
SKETCH OF DESCRIPTION

SEE SHEET 1 OF 3 FOR
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)
DRMP PROJECT NO. 12-0150.000		SHEET 3 OF 3	DATE: 08/06/14
ADD REMAINDER		CWW	11/14
PER COMMENTS		CWW	9/14
REVISION		BY	DATE
DRAWN: JSG		CHECKED: ALO	
SCALE: 1" = 200'		SCALE: 1" = 200'	
ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 453 Wekiva Parkway Project Number 429-206, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13993938 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 313

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the South 1/2 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

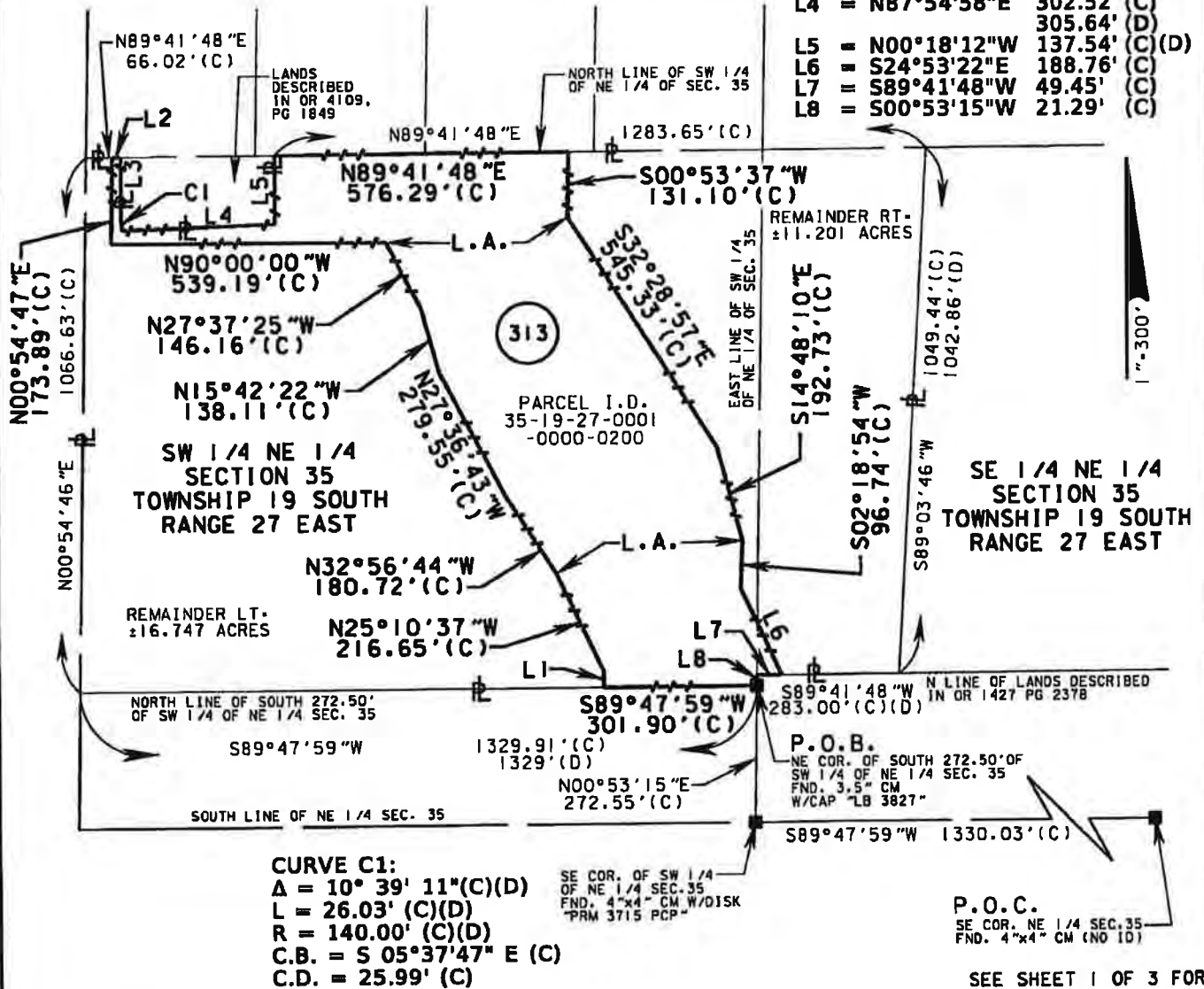
Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence departing said South line, run North 00°53'15" East along the East line of the said Southwest 1/4 of the Northeast 1/4, a distance of 272.55 feet to the Northeast corner of the South 272.50 feet of said Southwest 1/4 of the Northeast 1/4, said point being a 3.5" concrete monument with cap stamped "LB 3827" and the POINT OF BEGINNING; thence departing said East line, run South 89°47'59" West along the North line of said South 272.50 feet, a distance of 301.90 feet; thence departing said North line, run North 01°03'07" East, a distance of 31.43 feet; thence run North 25°10'37" West, a distance of 216.65 feet; thence run North 32°56'44" West, a distance of 180.72 feet; thence run North 27°36'43" West, a distance of 279.55 feet; thence run North 15°42'22" West, a distance of 138.11 feet; thence run North 27°37'25" West, a distance of 146.16 feet; thence run North 90°00'00" West, a distance of 539.19 feet; thence run North 00°54'47" East, a distance of 173.89 feet to a point on the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 35; thence run North 89°41'48" East along said North line, a distance of 16.01 feet to a point on the West line of lands described in Official Records Book 4109, Page 1849 of the Public Records of Lake County, Florida; thence departing said North line, run South 00°18'12" East along said West line, a distance of 121.06 feet to a point on a curve, concave to the East, having a Radius of 140.00 feet and a Central Angle of 10°39'11"; thence continue Southeasterly along said West line and along the Arc of said curve, a distance of 26.03 feet (Chord Bearing = South 05°37'47" East, Chord Distance = 25.99 feet) to the end of said curve and to a point on the South line of said lands described in Official Records Book 4109, Page 1849; thence run North 87°54'58" East along said South line, a distance of 302.52 feet to a point on the East line of said lands described in Official Records Book 4109, Page 1849; thence run North 00°18'12" West along said East line, a distance of 137.54 feet to a point on said North line of the Southwest 1/4 of the Northeast 1/4, said point being the Northeast corner of said lands in Official Records Book 4109, Page 1849 of the Public Records of Lake County, Florida; thence run North 89°41'48" East along said North line, a distance of 576.29 feet; thence departing said North line, run South 00°53'37" West, a distance of 131.10 feet; thence run South 32°28'57" East, a distance of 545.33 feet; thence run South 14°48'10" East, a distance of 192.73 feet; thence run South 02°18'54" West, a distance of 96.74 feet; thence run South 24°53'22" East, a distance of 188.76 feet to a point on the North line of lands described in Official Records Book 1427, Page 2378 of the Public Records of Lake County, Florida; thence run South 89°41'48" West along said North line, a distance of 49.45 feet to a point on the East line of said Southwest 1/4 of the Northeast 1/4; thence, departing said North line, run South 00°53'15" West along said East line, a distance of 21.29 feet to the POINT OF BEGINNING.

Containing 10.956 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

PARCEL: 313
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST

- L1 = N01°03'07"E 31.43' (C)
L2 = N89°41'48"E 16.01' (C)
L3 = S00°18'12"E 121.06' (C)(D)
L4 = N87°54'58"E 302.52' (C)(D)
L5 = N00°18'12"W 137.54' (C)(D)
L6 = S24°53'22"E 188.76' (C)
L7 = S89°41'48"W 49.45' (C)
L8 = S00°53'15"W 21.29' (C)



SEE SHEET 3 OF 3
FOR LEGEND & NOTES

SEE SHEET 1 OF 3 FOR
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH			STATE ROAD 453 (WEKIVA PARKWAY)			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			SECTION 429-206 (2C)		
			DRMP PROJECT NO. 12-0150.000			SHEET 2 OF 3			DATE: 08/05/14		
			ADD REMAINDER			CWW			11/14		
			PER COMMENTS			CWW			9/14		
REVISION			BY			DATE			DRAWN: BJP		

SKETCH PREPARED BY
DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

PARCEL: 313

LEGEND:

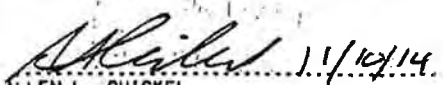

(C) = CALCULATED DATA
C.B. = CHORD BEARING
C.D. = CHORD LENGTH
COR. = CORNER
CM = CONCRETE MONUMENT
(D) = DESCRIBED DATA
EXIST. = EXISTING
FND. = FOUND
I.D. = IDENTIFICATION
IP = IRON PIPE
L = ARC LENGTH
L.A. = LIMITED ACCESS RIGHT OF WAY
L.B. = LICENSED BUSINESS
OR = OFFICIAL RECORDS BOOK
P. = PROPERTY LINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
No. = NUMBER
PG = PAGE
R = RADIUS
REQ. = REQUIRED
R/W = RIGHT-OF-WAY
SEC. = SECTION
Δ = CENTRAL ANGLE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'59" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876504, DATED JULY 06, 2014.

SEE SHEET 2 OF 3 FOR
SKETCH OF DESCRIPTION

SEE SHEET 1 OF 3 FOR
LEGAL DESCRIPTION

RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)	
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		DRMP PROJECT NO. 12-0150.000	SHEET 3 OF 3	DATE: 08/05/14	 DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	
		ADD REMAINDER	CWW	11/14		SCALE: 1" = 300'
		PER COMMENTS	CWW	9/14		CHECKED: ALO
		REVISION	BY	DATE		DRAWN: JSG

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 453 Wekiva Parkway Project Number 429-206, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13993945 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 315
PART A**

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 664.74 feet to the Southeast corner of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35 and the POINT OF BEGINNING; thence continue South 89°41'48" West along said South line, a distance of 332.37 feet to the Southwest corner of said East 1/2; thence run North 00°54'23" East, along the West line of said East 1/2, a distance of 639.88 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence run North 89°38'42" East along said South line, a distance of 332.31 feet to the East line of aforesaid East 1/2; thence departing said South line, run South 00°54'00" West along the said East line of East 1/2, a distance of 640.18 feet to the POINT OF BEGINNING.

Containing 4.882 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 315
PART B**

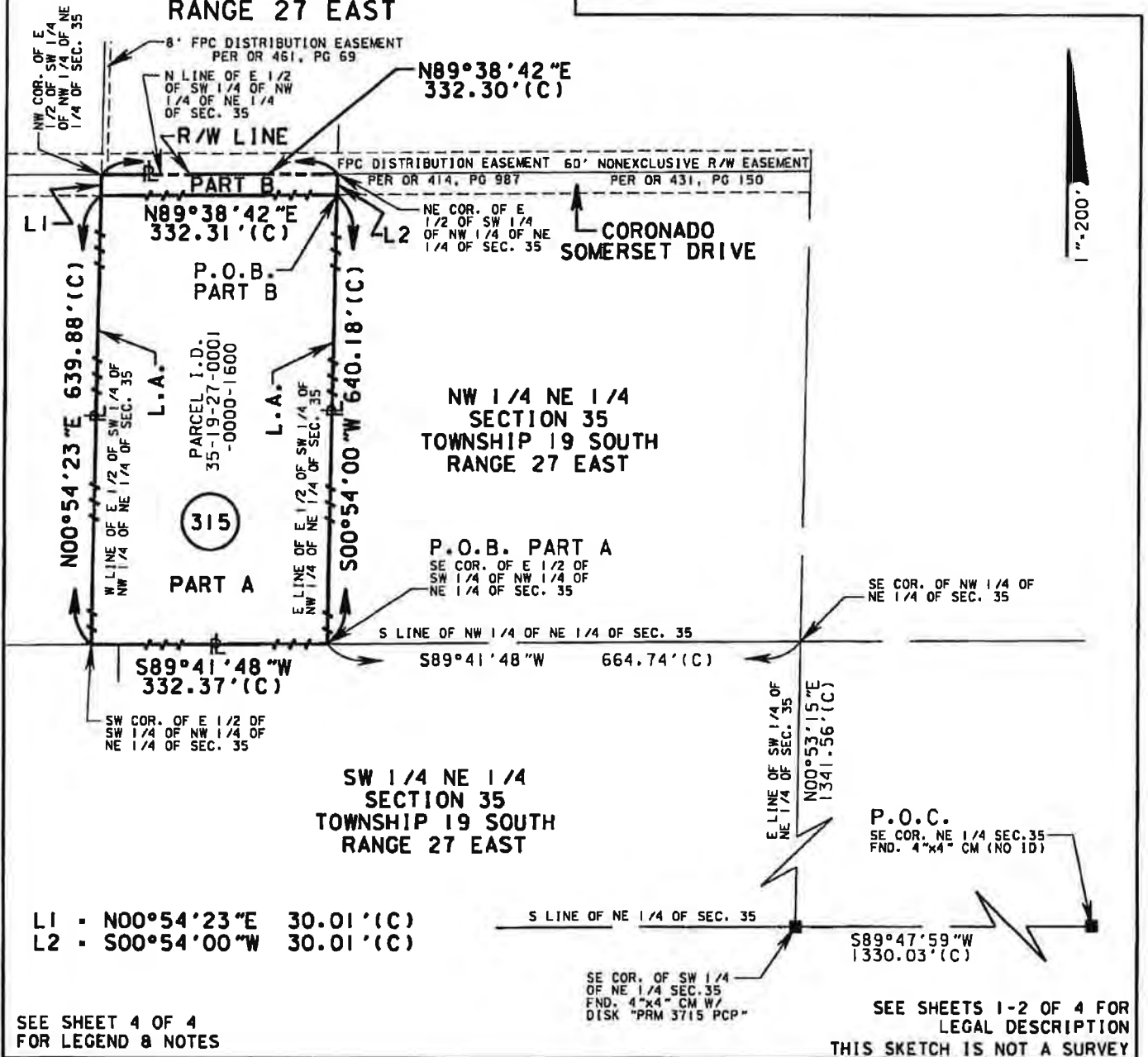
**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 664.74 feet to the Southeast corner of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run North 00°54'00" East, along the East line of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35, a distance of 640.18 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive and the POINT OF BEGINNING; thence departing said East line, run South 89°38'42" West, along said South line, a distance of 332.31 feet to the West line of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence departing said South line, run North 00°54'23" East, along said West line, a distance of 30.01 feet to the North line of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence departing said West line, run North 89°38'42" East, along said North line, a distance of 332.30 feet to the aforesaid East line; thence departing said North line, run South 00°54'00" West, along said East line, a distance of 30.01 feet to the POINT OF BEGINNING.


Containing 9969 square feet, more or less.

PARCEL: 315
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST



SEE SHEET 4 OF 4
FOR LEGEND & NOTES

SEE SHEETS 1-2 OF 4 FOR
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH			STATE ROAD 453 (WEKIVA PARKWAY)			CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
			DRMP PROJECT NO. 12-0150.000			SHEET 3 OF 4		DATE: 08/08/14	
			ADD REMAINDER			CWW		11/14	
			L.A. CHANGES			CWW		11/14	
REVISED TO WHOLE PARCEL TAKE			PER COMMENTS			CWW		9/14	
REVISION			BY			DATE		DRAWN: BJP	
								SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

PARCEL: 315

NOTES:

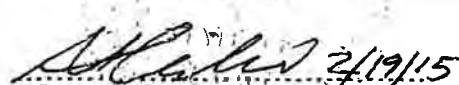

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'59" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876575, DATED JULY 13, 2014.

LEGEND:

(C) = CALCULATED DATA
C.B. = CHORD BEARING
C.D. = CHORD LENGTH
COR. = CORNER
CM = CONCRETE MONUMENT
EXIST. = EXISTING
FND. = FOUND
I.D. = IDENTIFICATION
IP = IRON PIPE
L = ARC LENGTH
L.A. = LIMITED ACCESS RIGHT OF WAY
L.B. = LICENSED BUSINESS
OR = OFFICIAL RECORDS BOOK
P. = PROPERTY LINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
No. = NUMBER
PG = PAGE
R = RADIUS
REQ. = REQUIRED
R/W = RIGHT-OF-WAY
SEC. = SECTION
Δ = CENTRAL ANGLE

SEE SHEET 3 OF 4 FOR
SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 4 FOR
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)	
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		DRMP PROJECT NO. 12-0150.D00	SHEET 4 OF 4	DATE: 08/08/14	 DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	
		ADD REMAINDER	CWW	11/14		SCALE: 1" = 200'
		L.A. CHANGES	CWW	11/14		CHECKED: ALO
		PER COMMENTS	CWW	9/14		
		REVISION	BY	DATE		DRAWN: BJP

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 453 Wekiva Parkway Project Number 429-206, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13993954 I

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 316
PART A**

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A portion of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 382.38 feet to the POINT OF BEGINNING; thence continue South 89°41'48" West, along said South line, a distance of 282.36 feet to the Southwest corner of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Northeast 1/4 of Section 35; thence run North 00°54'00" East along the West line of said West 1/2, a distance of 670.18 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence run North 89°38'42" East along said South line, a distance of 282.29 feet; thence departing said South line, run South 00°53'37" West, a distance of 640.43 feet to the POINT OF BEGINNING.

Containing 4.149 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 316
PART B**

**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A portion of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of the said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 332.37 feet to the Southeast corner of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35, and the POINT OF BEGINNING; thence continue South 89°41'48" West along said South line, a distance of 50.01 feet; thence departing said South line, run North 00°53'37" East, a distance of 640.43 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence run North 89°38'42" East along said South line, a distance of 50.01 feet to the East line of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35; thence run South 00°53'37" West along said East line, a distance of 640.48 feet to the POINT OF BEGINNING.

Containing 0.735 acres, more or less.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 816

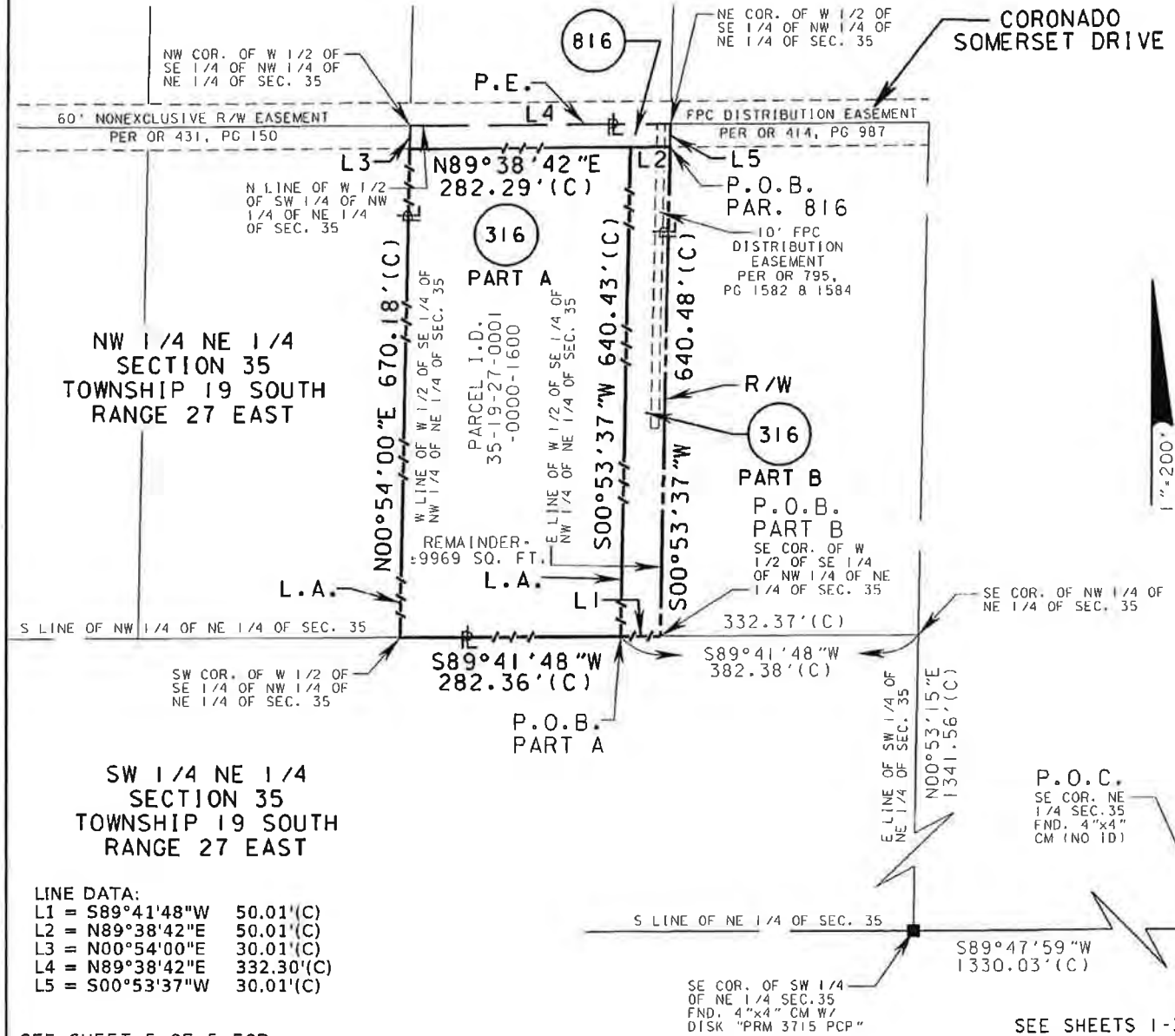
**PURPOSE: PERMANENT EASEMENT
(ESTATE: PERMANENT EASEMENT)**

A portion of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of the said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 332.37 feet to the Southeast corner of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run North 00°53'37" East, along the East line of said West 1/2, a distance of 640.48 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive and the POINT OF BEGINNING; thence departing said East line, run South 89°38'42" West, along said South line, a distance of 332.30 feet to the West line of the aforesaid West 1/2; thence departing said South line, run North 00°54'00" East, along said West line, a distance of 30.01 feet to a point on the North line of the aforesaid West 1/2; thence departing said West line, run North 89°38'42" East, along said North line, a distance of 332.30 feet to aforesaid East line of the West 1/2; thence departing said North line, run South 00°53'37" West, along said East line, a distance of 30.01 feet to the POINT OF BEGINNING.

Containing 9969 square feet, more or less.

PARCEL: 316
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST



RIGHT OF WAY PARCEL SKETCH			STATE ROAD 453 (WEKIVA PARKWAY)			CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
			DRMP PROJECT NO. 12-0150.000			SHEET 4 OF 5		DATE: 08/11/14	
			ADD REMAINDER			CWW		11/14	
			REV. PART B			CWW		11/14	
ADDED PARCEL 816			PER COMMENTS			CWW		9/14	
REVISION			BY			DATE		DRAWN: BJP	

SKETCH PREPARED BY

DRMP

ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

PARCEL: 316

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'59" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876556, DATED JULY 13, 2014.


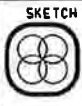
LEGEND:

(C) = CALCULATED DATA
C.B. = CHORD BEARING
C.D. = CHORD LENGTH
COR. = CORNER
CM = CONCRETE MONUMENT
(D) = DESCRIBED DATA
EXIST. = EXISTING
FND. = FOUND
FT. = FEET
I.D. = IDENTIFICATION
IP = IRON PIPE
L = ARC LENGTH
L.A. = LIMITED ACCESS RIGHT OF WAY
L.B. = LICENSED BUSINESS

OR = OFFICIAL RECORDS BOOK
P. = PROPERTY LINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
No. = NUMBER
P.E. = PERPETUAL EASEMENT
PG = PAGE
R = RADIUS
R/W = RIGHT-OF-WAY
SEC. = SECTION
SQ. = SQUARE
T.B. = TANGENT BEARING
Δ = CENTRAL ANGLE

SEE SHEET 4 OF 5 FOR
SKETCH OF DESCRIPTION

SEE SHEETS 1-3 OF 5
FOR LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)	
 ALLEN C. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		DRMP PROJECT NO. 12-0150.000	SHEET 5 OF 5	DATE: 08/11/14	 DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	
		ADD REMAINDER	CWW	11/14		SCALE: 1" = 200'
		REV. PART B	CWW	11/14		CHECKED: ALQ
		PER COMMENTS	CWW	9/14		DRAWN: BJP
REVISION		BY	DATE			

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 453 Wekiva Parkway Project Number 429-206, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13993973 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 318

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

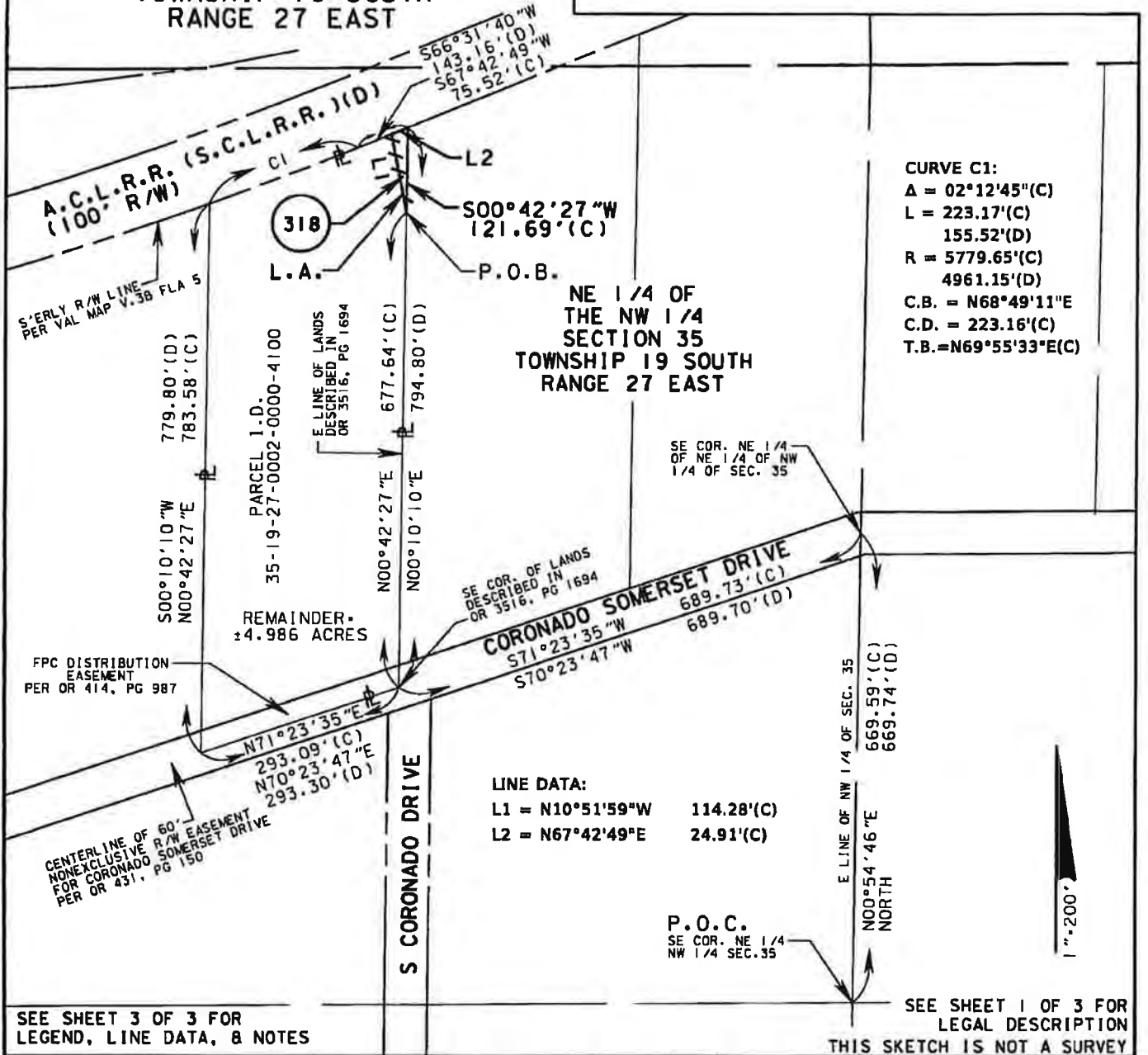
A parcel of land lying in the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida; thence run North 00°54'46" East along the East line of said Northwest 1/4, a distance of 669.59 feet to the centerline of a 60.00 foot nonexclusive right of way easement for Coronado Somerset Drive per Official Records Book 431, Page 150 of the Public Records of Lake County, Florida; thence run South 71°23'35" West along said centerline, a distance of 689.73 feet to the Southeast corner of lands described in Official Records Book 3516, Page 1694 of said Public Records; thence run North 00°42'27" East along the East line of said lands, a distance of 677.64 feet to the POINT OF BEGINNING; thence departing said East line, run North 10°51'59" West, a distance of 114.28 feet to a point on the Southerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track map V.3b Fla 5; thence run North 67°42'49" East along said Southerly right of way line, a distance of 24.91 feet to a point on said East line; thence departing said Southerly right of way line, run South 00°42'27" West along said East line, a distance of 121.69 feet to the POINT OF BEGINNING.

Containing 0.032 acres (1,395 square feet), more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

PARCEL: 318
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST



RIGHT OF WAY PARCEL SKETCH			STATE ROAD 453 (WEKIVA PARKWAY)			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			SECTION 429-206 (2C)		
			DRMP PROJECT NO. 12-0150.000			SHEET 2 OF 3			DATE: 08/12/14		
			DEED CALL			ALQ			01/15		
			ADD REMAINDER			CWW			11/14		
			PER COMMENTS			CWW			9/14		
REVISION			BY			DATE			DRAWN: BJP		

SKETCH PREPARED BY
 **DRMP**
 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0594
 L.B. No. 2648

PARCEL: 318

NOTES:



1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 00°54'46" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876562, DATED JULY 13, 2014.

LEGEND:

A.C.L.R.R.	=	ATLANTIC COAST LINE RAIL ROAD	OR	=	OFFICIAL RECORDS BOOK
(C)	=	CALCULATED DATA	R	=	PROPERTY LINE
C.B.	=	CHORD BEARING	P.O.B.	=	POINT OF BEGINNING
C.D.	=	CHORD LENGTH	P.O.C.	=	POINT OF COMMENCEMENT
COR.	=	CORNER	No.	=	NUMBER
CM	=	CONCRETE MONUMENT	PG	=	PAGE
(D)	=	DESCRIBED DATA	R	=	RADIUS
EXIST.	=	EXISTING	REQ.	=	REQUIRED
FND.	=	FOUND	R/W	=	RIGHT-OF-WAY
FPC	=	FLORIDA POWER CORPORATION	SEC.	=	SECTION
I.D.	=	IDENTIFICATION	T.B.	=	TANGENT BEARING
IP	=	IRON PIPE	Δ	=	CENTRAL ANGLE
L	=	ARC LENGTH			
L.A.	=	LIMITED ACCESS RIGHT OF WAY			
L.B.	=	LICENSED BUSINESS			

SEE SHEET 2 OF 3
SKETCH OF DESCRIPTION

SEE SHEET 1 OF 3 FOR
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		DRMP PROJECT NO. 12-0150.000 DEED CALL ADD REMAINDER PER COMMENTS REVISION	SHEET 3 OF 3 DATE: 08/12/14 SCALE: 1" = 200' CHECKED: ALO DRAWN: BJP
		SKETCH PREPARED BY  DRMP ENGINEERS - SURVEYORS - PLANNERS - ARCHITECTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 453 Wekiva Parkway Project Number 429-206, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13993975 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 319

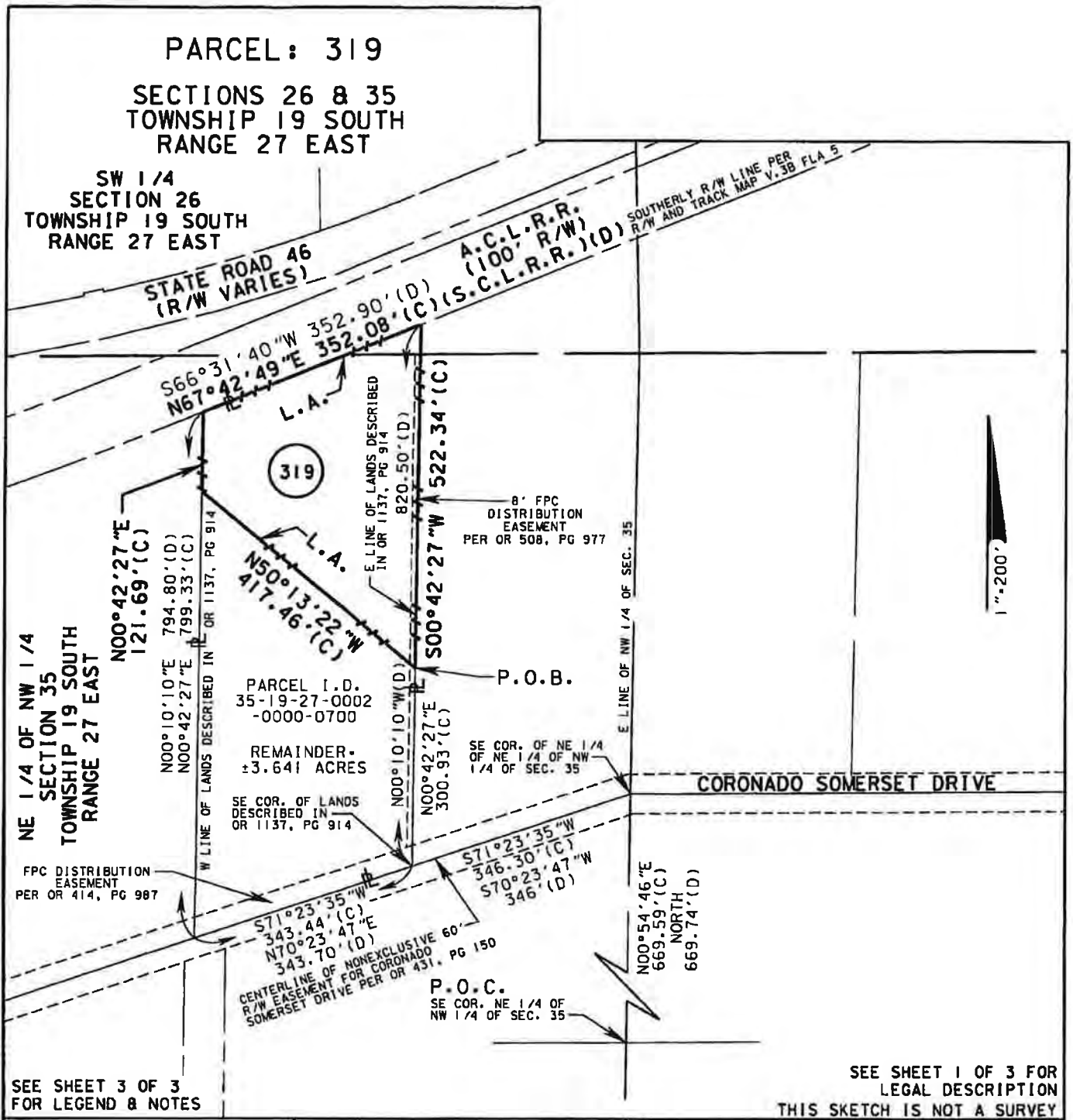
**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**


A parcel of land lying in the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East and the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida; thence run North 00°54'46" East along the East line of said Northwest 1/4, a distance of 669.59 feet to a point on the centerline of a 60.0 foot nonexclusive right of way easement for Coronado Somerset Drive per Official Records Book 431, Page 150 of the Public Records of Lake County, Florida, said point also being the Southeast corner of the Northeast 1/4 of said Northeast 1/4; thence departing said East line, run South 71°23'35" West along said centerline, a distance of 346.30 feet to the Southeast corner of lands described in Official Records Book 1137, Page 914 of said Public Records; thence departing said centerline, run North 00°42'27" East along the East line of said lands, a distance of 300.93 feet to the POINT OF BEGINNING; thence departing said East line, run North 50°13'22" West, a distance of 417.46 feet to a point on the West line of said lands; thence run North 00°42'27" East along said West line, a distance of 121.69 feet to a point on the Southerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track map V.3b Fla 5; thence departing said West line, run North 67°42'49" East along said Southerly right of way line, a distance of 352.08 feet to a point on said East line; thence departing said Southerly right of way line, run South 00°42'27" West along said East line, a distance of 522.34 feet to the POINT OF BEGINNING.

Containing 2.396 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.



RIGHT OF WAY PARCEL SKETCH			STATE ROAD 453 (WEKIVA PARKWAY)			CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
			DRMP PROJECT NO. 12-0150.000	SHEET 2 OF 3	DATE: 08 / 14 / 14	<div>SKETCH PREPARED BY</div> <div> DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648</div>			
			ADD REMAINDER	CWW	11 / 14	SCALE: 1" = 200'			
			PER COMMENTS	CWW	9 / 14	CHECKED: ALO			
REVISION	BY	DATE	REVISION	BY	DATE	DRAWN: BJP			

PARCEL: 319

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 00°54'46" EAST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876568, DATED JULY 13, 2014.

LEGEND:

A.C.L.R.R.	=	ATLANTIC COAST LINE RAIL ROAD	OR	=	OFFICIAL RECORDS BOOK
(C)	=	CALCULATED DATA	R	=	PROPERTY LINE
C.B.	=	CHORD BEARING	P.O.B.	=	POINT OF BEGINNING
C.D.	=	CHORD LENGTH	P.O.C.	=	POINT OF COMMENCEMENT
COR.	=	CORNER	No.	=	NUMBER
CM	=	CONCRETE MONUMENT	PG	=	PAGE
(D)	=	DESCRIBED DATA	R	=	RADIUS
EXIST.	=	EXISTING	REQ.	=	REQUIRED
FND.	=	FOUND	R/W	=	RIGHT-OF-WAY
FPC	=	FLORIDA POWER CORPORATION	SEC.	=	SECTION
I.D.	=	IDENTIFICATION	T.B.	=	TANGENT BEARING
IP	=	IRON PIPE	Δ	=	CENTRAL ANGLE
L	=	ARC LENGTH			
L.A.	=	LIMITED ACCESS RIGHT OF WAY			
L.B.	=	LICENSED BUSINESS			

SEE SHEET 2 OF 3 FOR
SKETCH OF DESCRIPTION

SEE SHEET 1 OF 3 FOR
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)
DRMP PROJECT NO. 12-0150.000		SHEET 3 OF 3	DATE: 08/14/14
ADD REMAINDER		CWW	11/14
PER COMMENTS		CWW	9/14
REVISION		BY	DATE
DRAWN: BJP		CHECKED: ALQ	
SCALE: 1" = 200'		SCALE: 1" = 200'	
ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		SKETCH PREPARED BY DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 453 Wekiva Parkway Project Number 429-206, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A," and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13993976 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 320

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with bent nail; thence run South 00°54'46" West along the East line of said Northwest 1/4, a distance of 304.97 feet to the POINT OF BEGINNING; thence continue South 00°54'46" West along said East line, a distance of 334.61 feet to a point on the North line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence departing said East line, run along said North line South 89°38'42" West, a distance of 5.48 feet; thence continue along said North line South 71°23'35" West, a distance of 95.23 feet; thence departing said North line, run North 50°13'22" West, a distance of 298.26 feet to a point on the West line of lands described in Official Records Book 734, Page 643 of the Public Records of Lake County, Florida; thence run North 00°42'27" East along said West line, a distance of 460.73 feet; thence departing said West line, run South 48°33'48" East, a distance of 432.98 feet to the POINT OF BEGINNING.

Containing 3.281 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 820

**PURPOSE: PERMANENT EASEMENT
(ESTATE: PERMANENT EASEMENT)**

A parcel of land lying in the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

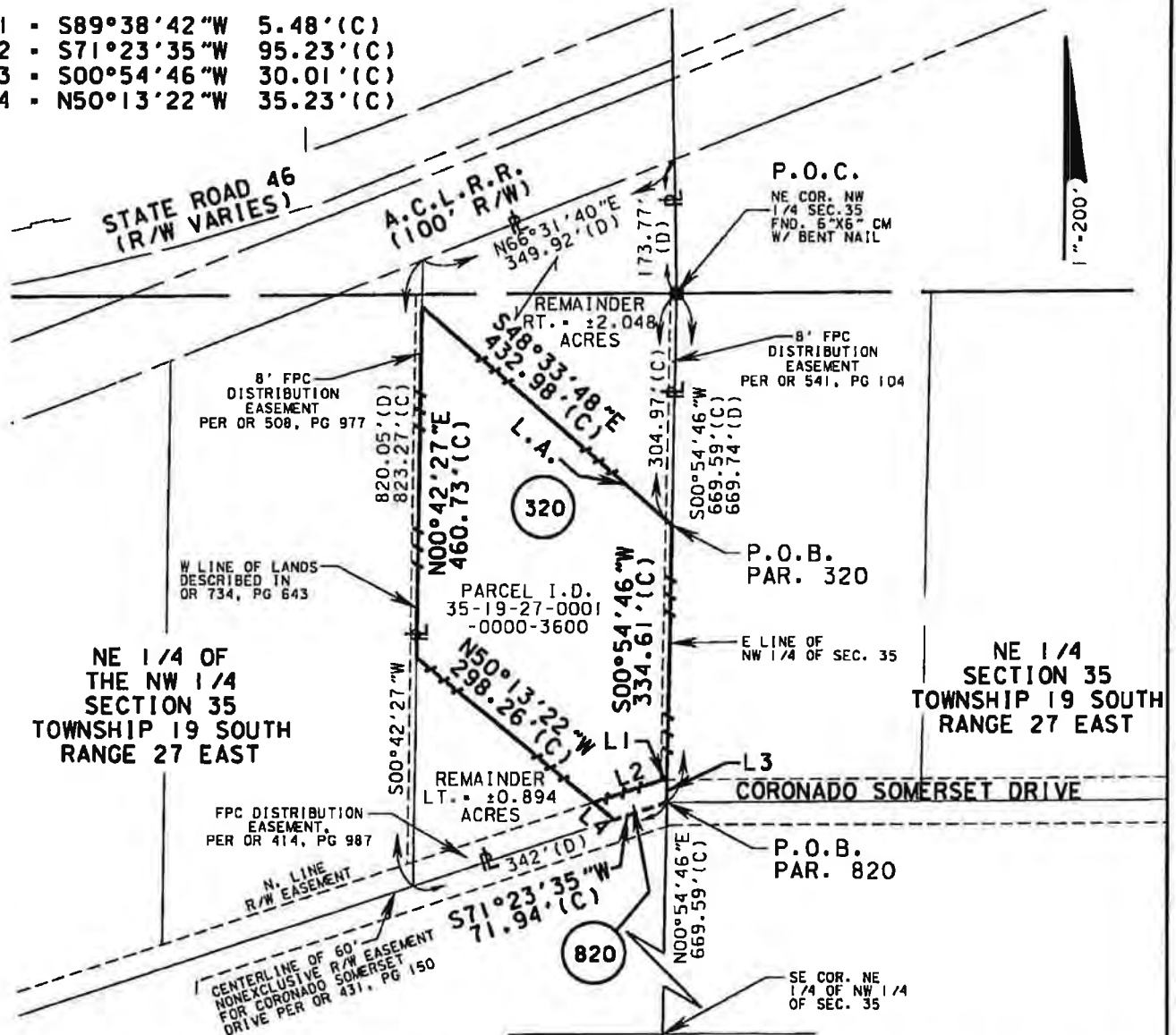
Commence at the Northeast corner of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with bent nail; thence run South 00°54'46" West along the East line of said Northwest 1/4, a distance of 669.59 feet to the centerline of a 60 foot nonexclusive right of way easement for Coronado Somerset Drive per Official Records Book 431, Page 150 of the Public Records of Lake County, Florida and the POINT OF BEGINNING; thence, departing said East line, run South 71°23'35" West along said centerline, a distance of 71.94 feet; thence departing said centerline, run North 50°13'22" West, a distance of 35.23 feet to a point on the North line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence run North 71°23'55" East, along said North line, a distance of 95.23 feet; thence continue along said North line, North 89°38'42" East, a distance of 5.48 feet to the aforesaid East line of said Northwest 1/4; thence South 00°54'46" West along said East line, a distance of 30.01 feet to the POINT OF BEGINNING.

Containing 2590 square feet, more or less.

PARCEL: 320/820


SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST

L1 - S89°38'42"W 5.48'(C)
L2 - S71°23'35"W 95.23'(C)
L3 - S00°54'46"W 30.01'(C)
L4 - N50°13'22"W 35.23'(C)



SEE SHEETS 1-2 OF 4 FOR LEGAL DESCRIPTION
SEE SHEET 4 OF 4 FOR NOTES AND LEGEND

THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH			STATE ROAD 453 (WEKIVA PARKWAY)			CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
			DRMP PROJECT NO. 12-0150.000		SHEET 3 OF 4		DATE: 08/26/14		<div>SKETCH PREPARED BY</div> <div> DRMP</div> <div>ENGINEERS • SURVEYORS • PLANNERS • ARCHITECTS</div> <div>941 LAKE BALDWIN LANE</div> <div>ORLANDO, FLORIDA 32814</div> <div>(407) 896-0594</div> <div>L.B. No. 2648</div>
			PARCEL NUMBERS		CWW	12/14	SCALE: 1" = 200'		
			ADD REMAINDER		CWW	11/14	CHECKED: ALQ		
			PER COMMENTS		CWW	9/14			
REVISION		BY	DATE	REVISION	BY	DATE	DRAWN: BJP		

PARCEL: 320/820

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 00°54'46" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876575, DATED JULY 13, 2014.

LEGEND:

A.C.L.R.R.	=	ATLANTIC COAST LINE RAIL ROAD	OR	=	OFFICIAL RECORDS BOOK
(C)	=	CALCULATED DATA	PAR.	=	PARCEL
C.B.	=	CHORD BEARING	P.	=	PROPERTY LINE
C.D.	=	CHORD LENGTH	P.O.B.	=	POINT OF BEGINNING
COR.	=	CORNER	P.O.C.	=	POINT OF COMMENCEMENT
CM	=	CONCRETE MONUMENT	No.	=	NUMBER
(D)	=	DESCRIBED DATA	PG	=	PAGE
EXIST.	=	EXISTING	R	=	RADIUS
FND.	=	FOUND	REQ.	=	REQUIRED
FPC	=	FLORIDA POWER CORPORATION	R/W	=	RIGHT-OF-WAY
I.D.	=	IDENTIFICATION	SEC.	=	SECTION
IP	=	IRON PIPE	T.B.	=	TANGENT BEARING
L	=	ARC LENGTH	Δ	=	CENTRAL ANGLE
L.A.	=	LIMITED ACCESS RIGHT OF WAY			
L.B.	=	LICENSED BUSINESS			

SEE SHEET 3 OF 4 FOR
SKETCH OF DESCRIPTION

RIGHT OF WAY
PARCEL SKETCH

STATE ROAD 453
(WEKIVA PARKWAY)

CENTRAL FLORIDA
EXPRESSWAY
AUTHORITY

SECTION 429-206 (2C)

Allen L. Quicker 12/19/14
ALLEN L. QUICKER
FLORIDA REGISTERED LAND SURVEYOR NO. 6481
(NOT VALID UNLESS SIGNED AND SEALED)

DRMP PROJECT NO. 12-0150.000	SHEET 4 OF 4	DATE: 08/26/14
PARCEL NUMBERS	CWW 12/14	SCALE: 1" = 200'
ADD REMAINDER	CWW 11/14	CHECKED: ALO
PER COMMENTS	CWW 9/14	DRAWN: BJP
REVISION	BY	DATE

SKETCH PREPARED BY
 **DRMP**
941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 453 Wekiva Parkway Project Number 429-206, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13993977 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 322

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, as described in Official Records Book 557, Page 545, Public Records of Lake County, Florida and being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with bent nail; thence run South 00°54'46" West along the West line of said Northeast 1/4, a distance of 304.97 to the POINT OF BEGINNING; thence departing said West line, run South 48°33'48" East, a distance of 344.93 feet; thence run South 00°46'37" West, a distance of 104.68 feet to a point on the North line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence run South 89°38'42" West along said North line, a distance of 262.51 feet to a point on the aforesaid West line of said Northeast 1/4; thence run North 00°54'46" East, along said West line, a distance of 334.61 feet to the POINT OF BEGINNING.

Containing 1.322 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 822

**PURPOSE: PERMANENT EASEMENT
(ESTATE: PERMANENT EASEMENT)**

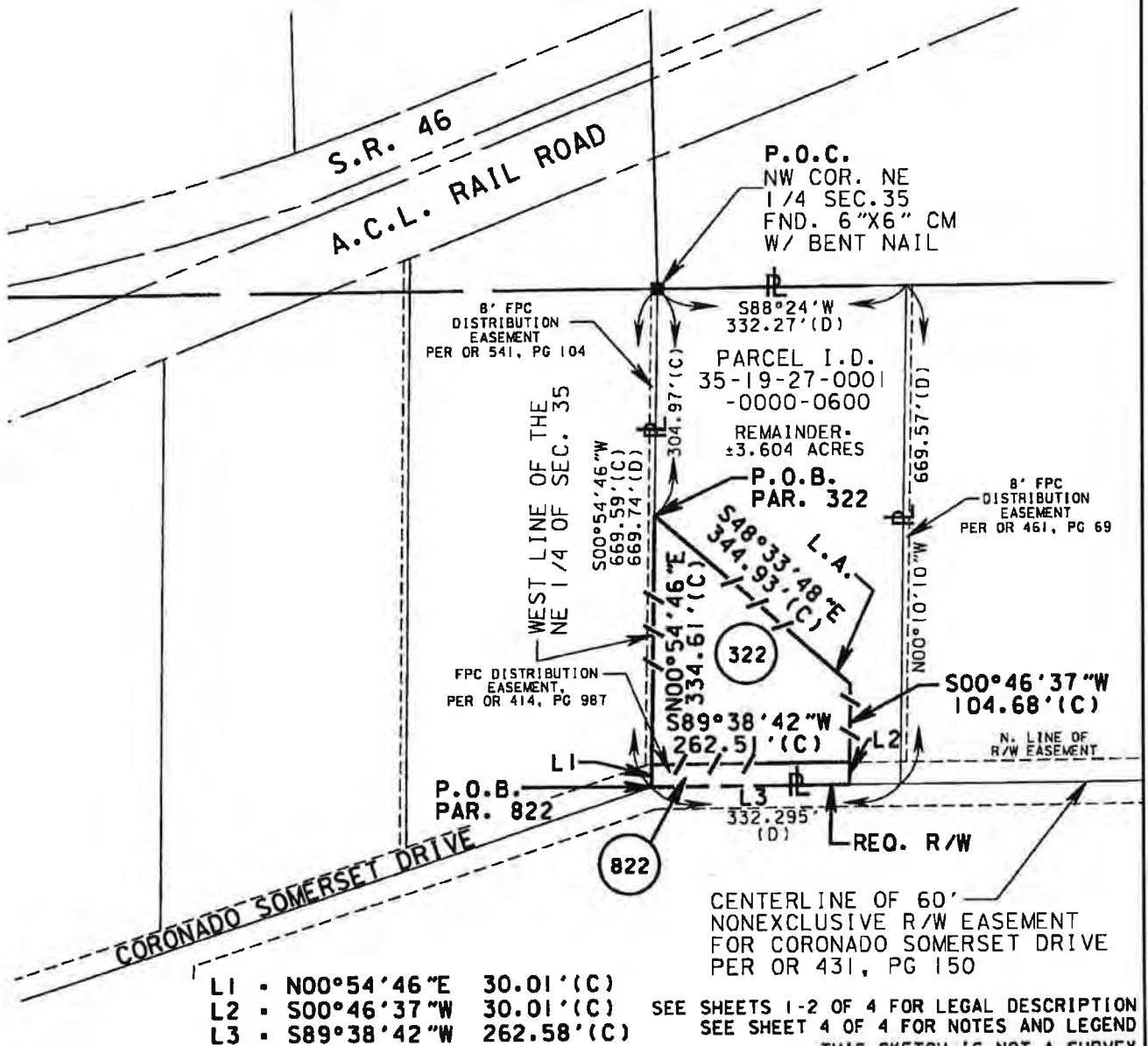
A parcel of land lying in the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, as described in Official Records Book 557, Page 545, Public Records of Lake County, Florida and being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with bent nail; thence run South 00°54'46" West along the West line of said Northeast 1/4, a distance of 669.59 feet to the centerline of a 60 foot nonexclusive right of way easement for Coronado Somerset Drive per Official Records Book 431, Page 150 of the Public Records of Lake County, Florida and the POINT OF BEGINNING; thence departing said centerline, run North 00°54'46" East along said West line of Northeast 1/4, a distance of 30.01 feet to a point on the North line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence departing said West line, run North 89°38'42" East, along said North line, a distance of 262.51 feet; thence, departing said North line, run South 00°46'37" West, a distance of 30.01 feet to a point on the centerline of the aforementioned Coronado Somerset Drive; thence run South 89°38'42" West along said centerline, a distance of 262.58 feet to the POINT OF BEGINNING.

Containing 7876 square feet, more or less.

PARCEL: 322/822

SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST




RIGHT OF WAY
PARCEL SKETCH

STATE ROAD 453
(WEKIVA PARKWAY)

CENTRAL FLORIDA
EXPRESSWAY
AUTHORITY

SECTION 429-206 (2C)

			DRMP PROJECT NO. 12-0150.000		SHEET 3 OF 4		DATE: 06/20/14		 DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648
			PARCEL NUMBERS		CWW	12/14	SCALE: 1" = 200'		
			ADD REMAINDER		CWW	11/14	CHECKED: ALQ		
			PER COMMENTS		CWW	9/14	DRAWN: BJP		
REVISION	BY	DATE	REVISION	BY	DATE				

PARCEL: 322/822

NOTES:



1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 00°54'46" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876581, DATED JULY 13, 2014.

LEGEND:

A.C.L.R.R. = ATLANTIC COAST LINE RAIL ROAD
(C) = CALCULATED DATA
C.B. = CHORD BEARING
C.D. = CHORD LENGTH
COR. = CORNER
CM = CONCRETE MONUMENT
EXIST. = EXISTING
FND. = FOUND
FPC = FLORIDA POWER CORPORATION
I.D. = IDENTIFICATION
IP = IRON PIPE
L = ARC LENGTH
L.B. = LICENSED BUSINESS

OR = OFFICIAL RECORDS BOOK
P.L. = PROPERTY LINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
No. = NUMBER
PAR. = PARCEL
PG = PAGE
R = RADIUS
REQ. = REQUIRED
R/W = RIGHT-OF-WAY
SEC. = SECTION
Δ = CENTRAL ANGLE

SEE SHEETS 1-2 OF 4 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 4 FOR SKETCH OF DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		DRMP PROJECT NO. 12-0150.000		SHEET 4 OF 4		DATE: 06/20/14	
		PARCEL NUMBERS		CWW	12/14	SCALE: 1" = 200'	
		ADD REMAINDER		CWW	11/14	CHECKED: ALO	
		PER COMMENTS		CWW	9/14	DRAWN: BJP	
REVISION		BY	DATE	DRAWN: BJP			
						 DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 453 Wekiva Parkway Project Number 429-206, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13993984 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 328
PART A**

**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'52" East along the North line of the Northwest 1/4 of said Northwest 1/4, a distance of 650.08 feet; thence departing said North line, run South 00°30'06" West, a distance of 32.88 feet to a point on the Southerly right of way line of State Road 46 per FDOT Maintenance Map recorded in Road Plat Book 11, Page 1, Public Records of Lake County, Florida, said point being the POINT OF BEGINNING; thence run North 89°36'11" West, along said Southerly right of way, a distance of 352.94 feet; thence run South 85°23'36" East, a distance of 163.50 feet to a point of curvature of a curve to the left having a Radius of 2119.48 feet and a Central Angle of 07°38'51"; thence run Easterly along the Arc of said curve a distance of 282.89 feet (Chord Bearing = South 89°13'01" East, Chord Distance = 282.68 feet) to the end of said curve; thence South 82°25'38" East, a distance of 49.65 feet; thence North 86°21'19" East, a distance of 190.13 feet; thence South 78°38'57" East, a distance of 34.04 feet; thence South 20°24'47" East, a distance of 34.01 feet to the Northerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track Map V.3b Fla 5 and a point on a non-tangent curve to the right, concave Northwesterly having a Radius of 5679.65 feet and a Central Angle of 11°20'37"; thence run Southwesterly along the Arc of said curve and said Northerly right of way line a distance of 1124.47 feet (Chord Bearing = South 75°15'31" West, Chord Distance = 1122.63 feet) to the end of said curve; thence departing said Northerly right of way line, run North 00°30'06" East, a distance of 333.25 feet to the POINT OF BEGINNING.

Containing 5.001 acres, more or less.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 328
PART B**

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'52" East along the North line of the said Northwest 1/4, a distance of 1002.51 feet; thence departing said North line, run South 00°23'08" East, a distance of 32.80 feet to a point on the Southerly right of way line of State Road 46, per FDOT Maintenance Map recorded in Road Plat Book 11, Page 1, Public Records of Lake County, Florida and the POINT OF BEGINNING; thence continue along the said Southerly right of way line the following five (5) courses: North 89°36'11" East, a distance of 127.89 feet; thence run South 00°23'49" East, a distance of 2.00 feet; thence North 89°41'09" East, a distance of 191.77 feet; thence North 86°14'32" East, a distance of 191.46 feet; thence North 82°56'17" East, a distance of 204.29 feet to the aforementioned North line of the said Northwest 1/4; thence departing said Southerly right of way line, run North 89°36'52" East along said North line, a distance of 242.15 feet to the Northerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track Map V.3b Fla 5; thence departing said North line of Northwest 1/4, run South 67°42'49" East along said Northerly right of way line a distance of 57.09 feet to a point of curvature, concave to the Northwest, having a Radius of 5679.65 feet and a Central Angle of 01°52'24"; thence run Southeasterly along the Arc of said curve continuing along said Northerly right of way line, a distance of 185.71 feet (Chord Bearing = South 68°39'01" West, Chord Distance = 185.70 feet) to the end of said curve; thence departing said Northerly right of way line, run North 20°24'47" West, a distance of 34.01 feet; thence run North 78°38'57" West, a distance of 34.04 feet; thence run South 86°21'19" West, a distance of 190.13 feet; thence run North 82°25'38" West, a distance of 49.65 feet to a point on a non-tangent curve concave Northerly having a Radius of 2119.48 feet and a Central Angle of 07°38'51"; thence run Westerly along the Arc of said curve a distance of 282.89 feet (Chord Bearing = North 89°13'01" West, Chord Distance = 282.68 feet) to point of tangency; thence run North 85°23'36" West, a distance of 163.50 feet to the POINT OF BEGINNING.

Containing 0.651 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

PARCEL: 328
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST

1"=200'

CI:
Δ-07°38'51"(C)
L-282.89'(C)
R-2119.48'(C)
C.B.-S89°13'01"E(C)
C.D.-282.68'(C)

L1 - S85°23'36"E 163.50'(C)
L2 - S82°25'38"E 49.65'(C)
L3 - N86°21'19"E 190.13'(C)
L4 - S78°38'57"E 34.04'(C)
L5 - S20°24'47"E 34.01'(C)
L6 - N89°36'11"E 127.89'(C)
L7 - S00°23'49"E 2.00'(C)
L8 - N89°36'52"E 242.15'(C)
L9 - S67°42'49"E 57.09'(C)

P.O.C.
NW COR. NW 1/4 SEC. 35
FND. NLD "FDOT LB 7917"

S00°23'08"E
32.80'(C)

N86°14'32"E
191.46'(C)

N LINE OF NW 1/4
SEC. 35

N82°56'17"E
204.29'(C)

N89°36'52"E 1002.51'(C)

N89°41'09"E
191.77'(C)

EXIST. R/W
STATE ROAD 46

(R/W VARIES PER
R.P.B. 11, PG 1)

N89°36'11"E
352.94'(C)

P.O.B. PART A
P.O.B. PART B

TOTAL TAKE

4"x20" FLORIDA
POWER & LIGHT
GUY EASEMENT
OR 703, PG 641

PART A

SUMTER ELECTRIC
R/W EASEMENT
OR 279, PG 159

650.08'(C)
S00°30'06"W
32.88'(C)

N00°30'06"E
333.25'(C)

A.C.L.R.R. (100' R/W)
PER R/W AND TRACK MAP
V.3B FLA 5

NW 1/4 OF
NW 1/4 SEC. 35

Δ-11°20'37"(C)
L-1124.47'(C)
R-5679.65'(C)
C.B.-S75°15'31"W(C)
C.D.-1122.63'(C)

R/W LINE

L.A. LINE

Δ-01°52'24"(C)
L-185.71'(C)
R-5679.65'(C)
C.B.-S68°39'01"W(C)
C.D.-185.70'(C)

NE 1/4 OF
NW 1/4 SEC. 35

SEE SHEETS 1 AND 2 OF 4 FOR LEGAL DESCRIPTION
SEE SHEET 4 OF 4 FOR NOTES AND LEGEND
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY
PARCEL SKETCH

STATE ROAD 453
(WEKIVA PARKWAY)

CENTRAL FLORIDA
EXPRESSWAY
AUTHORITY

SECTION 429-206 (2C)

		DRMP PROJECT NO. 12-0150.000		SHEET 3 OF 4		DATE: 06/19/14	
		TOTAL TAKE		CWW	11/14	SCALE: 1" = 200'	
		PER COMMENTS		CWW	9/14	CHECKED: ALO	
REVISION	BY	DATE	REVISION	BY	DATE	DRAWN: JSG	

SKETCH PREPARED BY



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

PARCEL: 328

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 89°36'52" EAST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4886929, DATED JULY 16, 2014.

LEGEND:

A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD
(C) = CALCULATED DATA
C.B. = CHORD BEARING
C.D. = CHORD DISTANCE
COR. = CORNER
CM = CONCRETE MONUMENT
(D) = DEED DATA
EXIST. = EXISTING
FND. = FOUND
FPC = FLORIDA POWER CORPORATION
I.D. = IDENTIFICATION
IP = IRON PIPE
L = ARC LENGTH
L.A. = LIMITED ACCESS RIGHT-OF-WAY
L.B. = LICENSED BUSINESS

M.B. = MAP BOOK
OR = OFFICIAL RECORDS BOOK
P.L. = PROPERTY LINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
No. = NUMBER
PG = PAGE
R = RADIUS
REQ. = REQUIRED
R.P.B. = ROAD PLAT BOOK
R/W = RIGHT-OF-WAY
SEC. = SECTION
Δ = CENTRAL ANGLE

SEE SHEET 3 OF 4 FOR
SKETCH OF DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY
PARCEL SKETCH

STATE ROAD 453
(WEKIVA PARKWAY)

CENTRAL FLORIDA
EXPRESSWAY
AUTHORITY

SECTION 429-206 (2C)

Allen L. Quickel 11/10/14
ALLEN L. QUICKEL
FLORIDA REGISTERED LAND SURVEYOR NO. 6481
(NOT VALID UNLESS SIGNED AND SEALED)

DRMP
PROJECT NO.
12-0150.000

SHEET 4 OF 4

DATE: 06/19/14

SCALE: 1" = 200'

TOTAL TAKE

CWN

11/14

PER COMMENTS

CWN

9/14

CHECKED: ALO

REVISION

BY

DATE

DRAWN: JSG

SKETCH PREPARED BY
DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 453 Wekiva Parkway Project Number 429-206, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13993986 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 330
PART A**

**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 40.00 feet; thence departing said South line, run North 00°23'00" West, a distance of 60.02 feet to the intersection of the East right of way line of Round Lake Road and the North right of way line of State Road 46, per FDOT Maintenance Map recorded in Map Book 11, Page 1, Public Records of Lake County, Florida, said point being the POINT OF BEGINNING; thence continue North 00°23'00" West along said East right of way line, a distance of 1069.86 feet; thence departing said East right of way line, run North 89°56'06" East, a distance of 10.00 feet; thence run South 00°23'00" East, a distance of 100.00 feet; thence run South 03°04'36" East, a distance of 170.24 feet; thence run South 03°33'43" East, a distance of 180.35 feet; thence run South 01°29'39" East, a distance of 257.93 feet; thence run South 00°23'00" East, a distance of 257.19 feet; thence run South 36°13'11" East, a distance of 18.03 feet; thence run North 89°36'34" East, a distance of 164.50 feet; thence run South 00°23'26" East, a distance of 5.00 feet; thence run North 89°36'34" East, a distance of 400.00 feet; thence run South 00°23'36" East, a distance of 94.91 feet to a point on the aforementioned North right of way line of State Road 46; thence run along said North right of way line for the following three courses; run South 89°36'11" West, a distance of 417.71 feet; thence run North 84°41'10" West, a distance of 100.50 feet; thence run South 89°36'11" West, a distance of 90.36 feet to the POINT OF BEGINNING.

Containing 1.878 acres, more or less.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 330
PART B**

**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 998.07 feet; thence departing said South line, run North 00°23'49" West, a distance of 144.93 feet to the POINT OF BEGINNING; thence run North 89°36'24" East, a distance of 406.69 feet to a point on a non-tangent curve to the left, concave to the Northeast, having a radius of 139.50 feet and a Central Angle of 40°39'23"; thence run Southeasterly along the Arc of said curve a distance of 98.99 feet (Chord Bearing = South 70°57'30" East, Chord Distance = 96.92 feet) to a point of compound curvature of a curve having a radius of 2055.98 feet and a Central Angle of 13°40'35"; thence run Easterly along the Arc of said curve a distance of 490.76 feet (Chord Bearing = North 81°52'31" East, Chord Distance = 489.59 feet) to the end of said curve; thence North 55°03'11" East, a distance of 37.72 feet; thence North 72°38'53" East, a distance of 121.85 feet; thence North 29°24'48" East, a distance of 59.47 feet; thence North 73°10'11" East, a distance of 29.32 feet; thence South 01°18'37" East, a distance of 106.16 feet to a point on the Northerly right of way line of State Road 46, per FDOT Maintenance Map recorded in Map Book 11, Page 1, Public Records of Lake County, Florida, and a point on a non-tangent curve, concave to the Northwest, having a Radius of 2831.79 feet and a Central Angle of 06°49'35"; thence run along said Northerly right of way line for the following 8 courses: along the Arc of said curve, a distance of 337.39 feet (Chord Bearing = South 73°54'45" West, Chord Distance = 337.19 feet) to the end of said curve; thence North 12°40'27" West, a distance of 4.00 feet; thence run South 77°37'32" West, a distance of 29.60 feet; thence run South 12°04'28" East, a distance of 4.00 feet to a point on a non-tangent curve, concave to the Northwest, having a Radius of 2831.79 feet and a Central Angle of 11°40'40"; thence run along the Arc of said curve, a distance of 577.16 feet (Chord Bearing = South 83°45'52" West, Chord Distance = 576.16 feet) to the end of said curve; thence South 89°36'11" West, a distance of 491.16 feet; thence North 00°23'49" West, a distance of 17.00 feet; thence South 89°36'11" West, a distance of 122.29 feet; thence, departing said Northerly right of way line, North 00°23'36" East, a distance of 94.75 feet; thence North 89°36'24" East, a distance of 350.00 feet to the POINT OF BEGINNING.

Containing 3.060 acres, more or less.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 330
PART C**

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 998.07 feet; thence departing said South line, run North 00°23'49" West, a distance of 144.93 feet to the POINT OF BEGINNING; thence run North 46°03'12" East, a distance of 225.47 feet; thence run North 20°23'36" West, a distance of 313.03 feet to a point of curvature of a curve, concave to the Southeast, having a Radius of 548.08 feet and a Central Angle of 87°50'45"; thence run Northeasterly along the Arc of said curve, a distance of 840.31 feet (Chord Bearing = North 23°31'47" East, Chord Distance = 760.39 feet) to the end of said curve; thence run North 00°10'44" East, a distance of 19.97 feet to the North line of the South 1/2 of said Southwest 1/4; thence run South 89°49'12" East along said North line, a distance of 423.45 feet; thence departing said North line, run South 00°10'44" West, a distance of 19.96 feet to a point on a non-tangent curve to the right, concave to the Southwest, having a radius of 536.08 feet and a Central Angle of 63°03'02"; thence run Southeasterly along the Arc of said curve, a distance of 589.92 feet (Chord Bearing = South 35°31'15" East, Chord Distance = 560.60 feet) to the point of tangency; thence run South 03°59'44" East, a distance of 375.70 feet to a point of curvature of a curve, concave to the East, having a Radius of 884.93 feet and a Central Angle of 10°48'54"; thence run Southeasterly along the Arc of said curve, a distance of 167.04 feet (Chord Bearing = South 09°24'11" East, Chord Distance = 166.79 feet) to the end of said curve; thence South 29°24'48" West, a distance of 59.47 feet; thence South 72°38'53" West, a distance of 121.85 feet, thence South 55°03'11" West, a distance of 37.72 feet to a point on a non-tangent curve to the right, concave to the Northwest, having a radius of 2055.98 feet and a Central Angle of 13°40'35"; thence run Southwesterly along the Arc of said curve, a distance of 490.76 feet (Chord Bearing = South 81°52'31" West, Chord Distance = 489.59 feet) to a point of compound curvature of a curve having a radius of 139.50 feet and a Central Angle of 40°39'23"; thence run Northwesterly along the Arc of said curve, a distance of 98.99 feet to the end of said curve; thence South 89°36'24" West, a distance of 406.69 feet to the POINT OF BEGINNING.

Containing 26.003 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 730

**PURPOSE: TEMPORARY CONSTRUCTION EASEMENT
(ESTATE: TEMPORARY EASEMENT)**

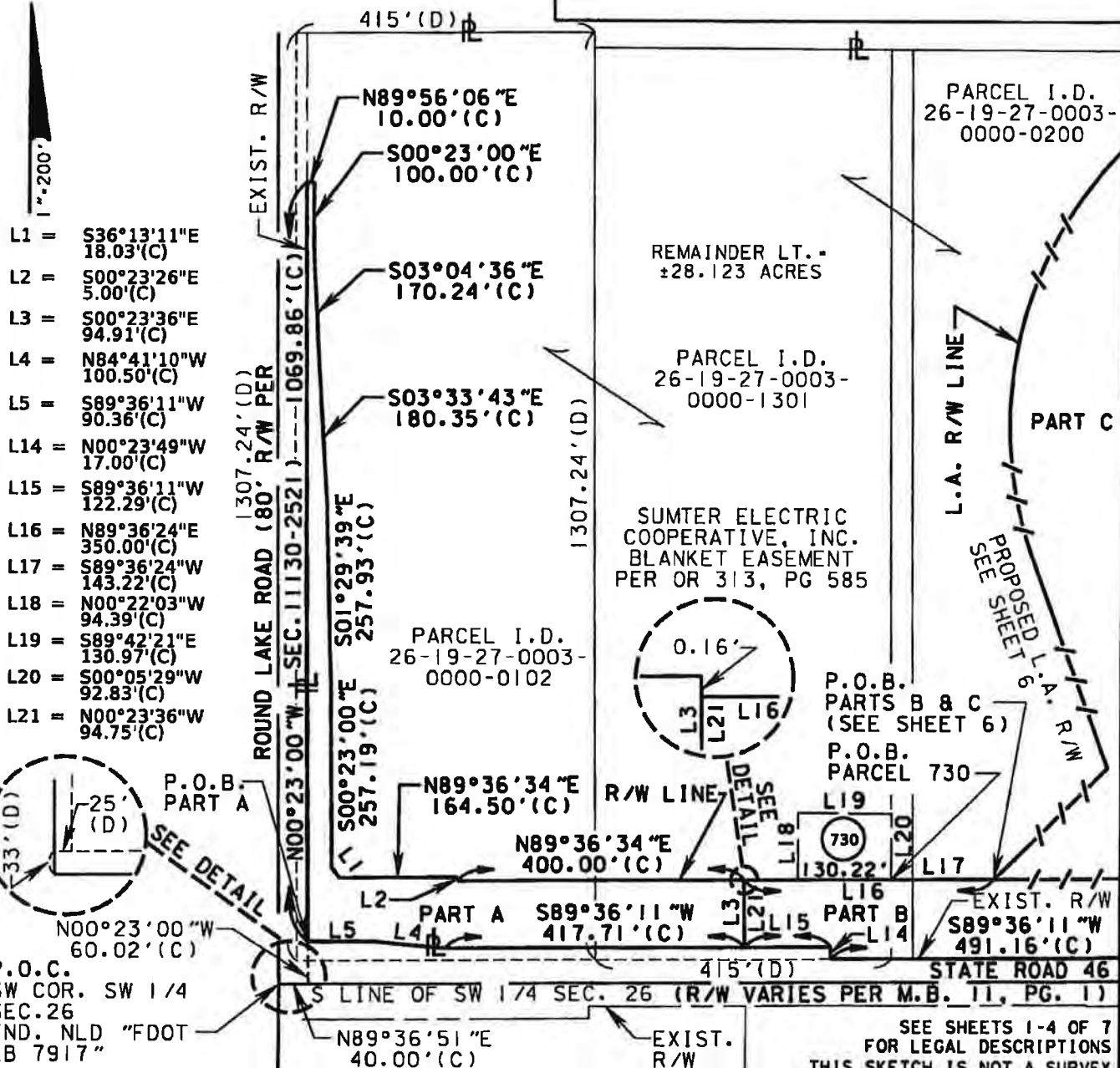
A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 998.07 feet; thence departing said South line, run North 00°23'49" West, a distance of 144.93 feet; thence run South 89°36'24" West, a distance of 143.22 feet to the POINT OF BEGINNING; thence continue South 89°36'24" West, a distance of 130.22 feet; thence North 00°22'03" West, a distance of 94.39 feet; thence South 89°42'21" East, a distance of 130.97 feet; thence South 00°05'29" West, a distance of 92.83 feet to the POINT OF BEGINNING.

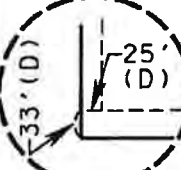
Containing 12,225 square feet, more or less.

PARCEL: 330/730

SECTION 26
TOWNSHIP 19 SOUTH RANGE 27 EAST



- L1 = S36°13'11"E
18.03' (C)
- L2 = S00°23'26"E
5.00' (C)
- L3 = S00°23'36"E
94.91' (C)
- L4 = N84°41'10"W
100.50' (C)
- L5 = S89°36'11"W
90.36' (C)
- L14 = N00°23'49"W
17.00' (C)
- L15 = S89°36'11"W
122.29' (C)
- L16 = N89°36'24"E
350.00' (C)
- L17 = S89°36'24"W
143.22' (C)
- L18 = N00°22'03"W
94.39' (C)
- L19 = S89°42'21"E
130.97' (C)
- L20 = S00°05'29"W
92.83' (C)
- L21 = N00°23'36"W
94.75' (C)



P.O.C.
SW COR. SW 1/4
SEC. 26
FND. NLD "FDOT"
LB 7917"

N89°36'51"E
40.00' (C)

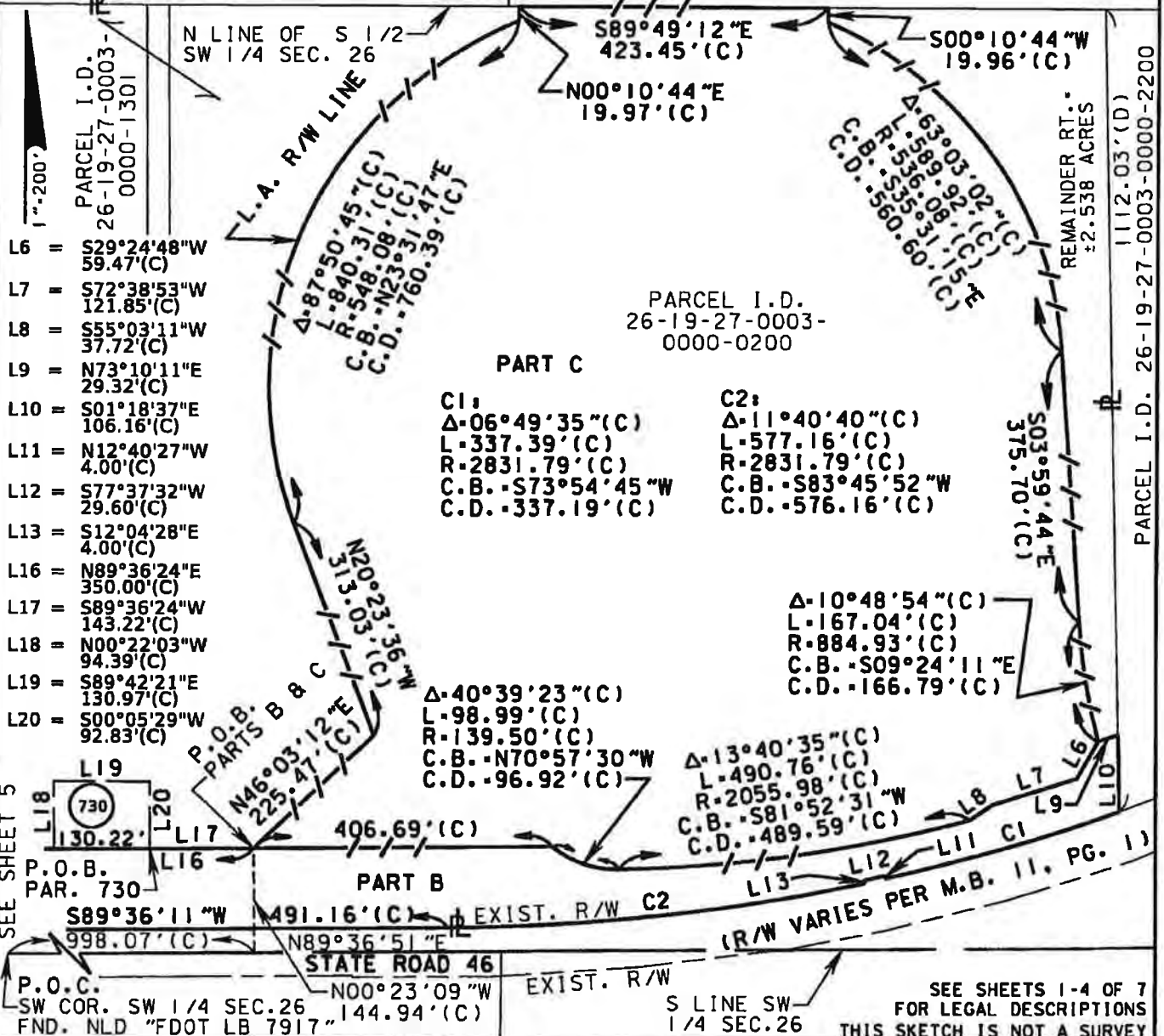
EXIST. R/W

PARCEL: 330/730

SECTION 26
TOWNSHIP 19 SOUTH RANGE 27 EAST

PARCEL I.D. 26-19-27-0003-0000-1300

PARCEL I.D. 26-19-27-0002-0000-0106



RIGHT OF WAY
PARCEL SKETCH

STATE ROAD 453
(WEKIVA PARKWAY)

CENTRAL FLORIDA
EXPRESSWAY
AUTHORITY

SECTION 429-206 (2C)

			DRMP PROJECT NO. 12-0150.000	SHEET 6 OF 7	DATE: 06/17/14
ADDED PARCEL 730	CWW	12/14	ADD REMAINDER	CWW	11/14
REVISED PART A	CWW	12/14	NEW R/W REQ.	CWW	11/14
			PER COMMENTS	CWW	9/14
REVISION	BY	DATE	REVISION	BY	DATE

SKETCH PREPARED BY



DRMP
ENGINEERS • SURVEYORS • PLANNERS • ARCHITECTS
941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

PARCEL: 330/730

NOTES:

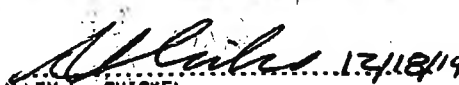

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 89°36'52" EAST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. THE RIGHT-OF-WAY SHOWN FOR ROUND LAKE ROAD IS BASED ON A RIGHT-OF-WAY MAP FOR STATE ROAD 46, SECTION 11130-2521, DATED NOVEMBER 22, 1993, PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
5. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER No. 4699355, DATED FEBRUARY 23, 2014.

LEGEND:

A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD
(C) = CALCULATED DATA
C.B. = CHORD BEARING
C.D. = CHORD DISTANCE
COR. = CORNER
CM = CONCRETE MONUMENT
(D) = DEED DATA
EXIST. = EXISTING
FND. = FOUND
I.D. = IDENTIFICATION
IP = IRON PIPE
L = ARC LENGTH
L.A. = LIMITED ACCESS
L.B. = LICENSED BUSINESS

M.B. = MAP BOOK
OR = OFFICIAL RECORDS BOOK
PAR. = PARCEL
P. = PROPERTY LINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
No. = NUMBER
PG = PAGE
R = RADIUS
REQ. = REQUIRED
R/W = RIGHT-OF-WAY
SEC. = SECTION
Δ = CENTRAL ANGLE

SEE SHEETS 5-6 OF 7
FOR SKETCH OF DESCRIPTIONS

RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		DRMP PROJECT NO. 12-0150.000		SHEET 7 OF 7		DATE: 06/17/14	
		ADD REMAINDER		CWW	11/14	SCALE: 1" = 200'	
		NEW R/W REQ.		CWW	11/14	CHECKED: ALO	
		PER COMMENTS		CWW	9/14	DRAWN: JSG	
REVISION		BY		DATE		 DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 453 Wekiva Parkway Project Number 429-206, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13993987 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 331
PART A**

**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, lying North of the Atlantic Coast Line Rail Road right of way and South of State Road 46 right of way, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with bent nail; thence run North 01°18'30" West along the East line of said Southwest 1/4, a distance of 283.42 feet to a point on the Northerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track map V.3b Fla 5 and the POINT OF BEGINNING; thence departing said East line, run South 67°42'49" West along said Northerly right of way line, a distance of 513.73 feet; thence departing said Northerly right of way line, run North 26°20'19" West, a distance of 22.46 feet to a point on the Southerly right of way line of State Road 46 per FDOT Maintenance Map recorded in Road Map Book 11, Page 1, Public Records of Lake County, Florida; thence the following two calls along said Southerly right of way line; thence run North 72°34'39" East, a distance of 35.11 feet; thence run North 67°16'26" East, a distance of 489.23 feet to a point on said East line; thence departing said Southerly right of way line, run South 01°18'30" East along said East line, a distance of 24.82 feet to the POINT OF BEGINNING.

Containing 0.253 acres (11,032 square feet), more or less.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 331
PART B**

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, lying north of the Atlantic Coast Line Rail Road right of way and South of State Road 46 right of way, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with bent nail; thence run North 01°18'30" West along the East line of said Southwest 1/4, a distance of 283.42 feet to a point on the Northerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track map V.3b Fla 5; thence departing said East line, run South 67°42'49" West along said Northerly right of way line, a distance of 513.73 feet to the POINT OF BEGINNING; thence continue South 67°42'49" West along said Northerly right of way line, a distance of 246.01 feet to a point on the South line of the said Southwest 1/4; thence departing said Northerly right of way line, run South 89°36'52" West along said South line, a distance of 242.15 feet to a point on the Southerly right of way line of State Road 46 per FDOT Maintenance Map recorded in Road Map Book 11, Page 1, Public Records of Lake County, Florida; thence departing said South line, run the following four calls along said Southerly right of way line; thence run North 82°56'17" East, a distance of 18.34 feet; thence run North 79°08'34" East, a distance of 131.63 feet; thence run North 75°45'36" East, a distance of 172.12 feet; thence run North 72°34'39" East, a distance of 152.52 feet; thence departing said Southerly right of way line, run South 26°20'19" East, a distance of 22.46 feet to the POINT OF BEGINNING.

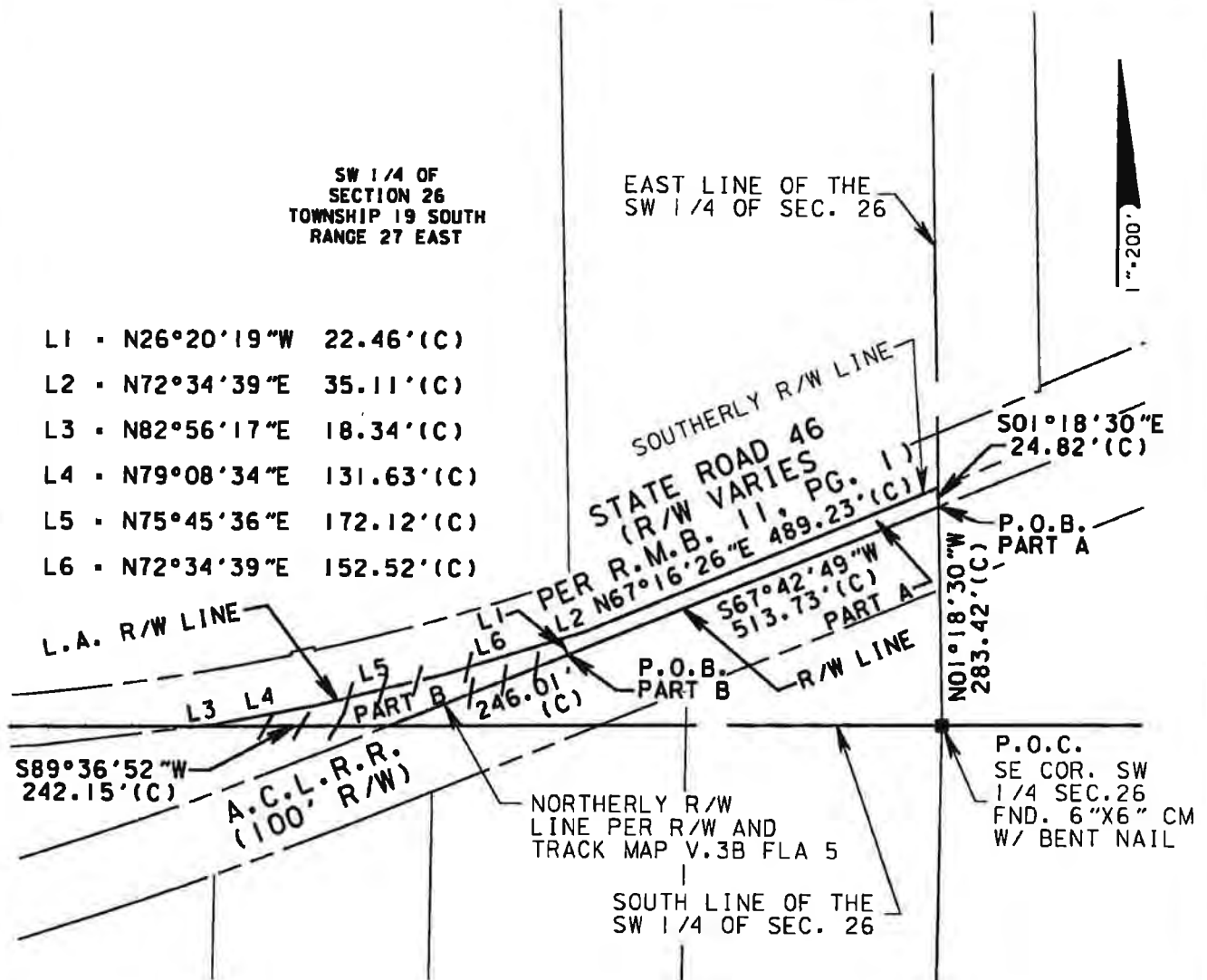
Containing 0.304 acres (13,238 square feet), more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.


PARCEL: 331
SECTION 26
TOWNSHIP 19 SOUTH
RANGE 27 EAST

SW 1/4 OF
SECTION 26
TOWNSHIP 19 SOUTH
RANGE 27 EAST

- L1 - N26°20'19"W 22.46'(C)
- L2 - N72°34'39"E 35.11'(C)
- L3 - N82°56'17"E 18.34'(C)
- L4 - N79°08'34"E 131.63'(C)
- L5 - N75°45'36"E 172.12'(C)
- L6 - N72°34'39"E 152.52'(C)



SEE SHEETS 1 AND 2 OF 4 FOR LEGAL DESCRIPTION
SEE SHEET 4 OF 4 FOR NOTES AND LEGEND
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH			STATE ROAD 453 (WEKIVA PARKWAY)			CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
			DRMP PROJECT NO. 12-0150.000	SHEET 3 OF 4	DATE: 06/27/14	 DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648			
			REVISE LEGAL	ALO	1/15				
			PER COMMENTS	CWW	9/14				
REVISION	BY	DATE	REVISION	BY	DATE	DRAWN: BJP			

PARCEL: 331

NOTES:

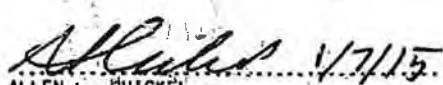

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 01°18'30" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4887605, DATED JULY 29, 2014.

LEGEND:

A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD
(C) = CALCULATED DATA
C.B. = CHORD BEARING
C.D. = CHORD DISTANCE
COR. = CORNER
CM = CONCRETE MONUMENT
(D) = DEED DATA
EXIST. = EXISTING
FND. = FOUND
I.D. = IDENTIFICATION
IP = IRON PIPE
L = ARC LENGTH
L.A. = LIMITED ACCESS
L.B. = LICENSED BUSINESS

M.B. = MAP BOOK
OR = OFFICIAL RECORDS BOOK
PL = PROPERTY LINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
No. = NUMBER
PG = PAGE
R = RADIUS
REQ. = REQUIRED
R.M.B. = ROAD MAP BOOK
R/W = RIGHT-OF-WAY
SEC. = SECTION
Δ = CENTRAL ANGLE

SEE SHEET 3 OF 4 FOR
SKETCH OF DESCRIPTION

RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		DRMP PROJECT NO. 12-0150.000		SHEET 4 OF 4		DATE: 06/27/14	
		REVISE LEGAL		ALO		1/15	
		PER COMMENTS		CWW		9/14	
		REVISION		BY		DATE	
				DRAWN: BJP		CHECKED: ALO	
						SCALE: 1" = 200'	
						SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 453 Wekiva Parkway Project Number 429-206, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13993990 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 332

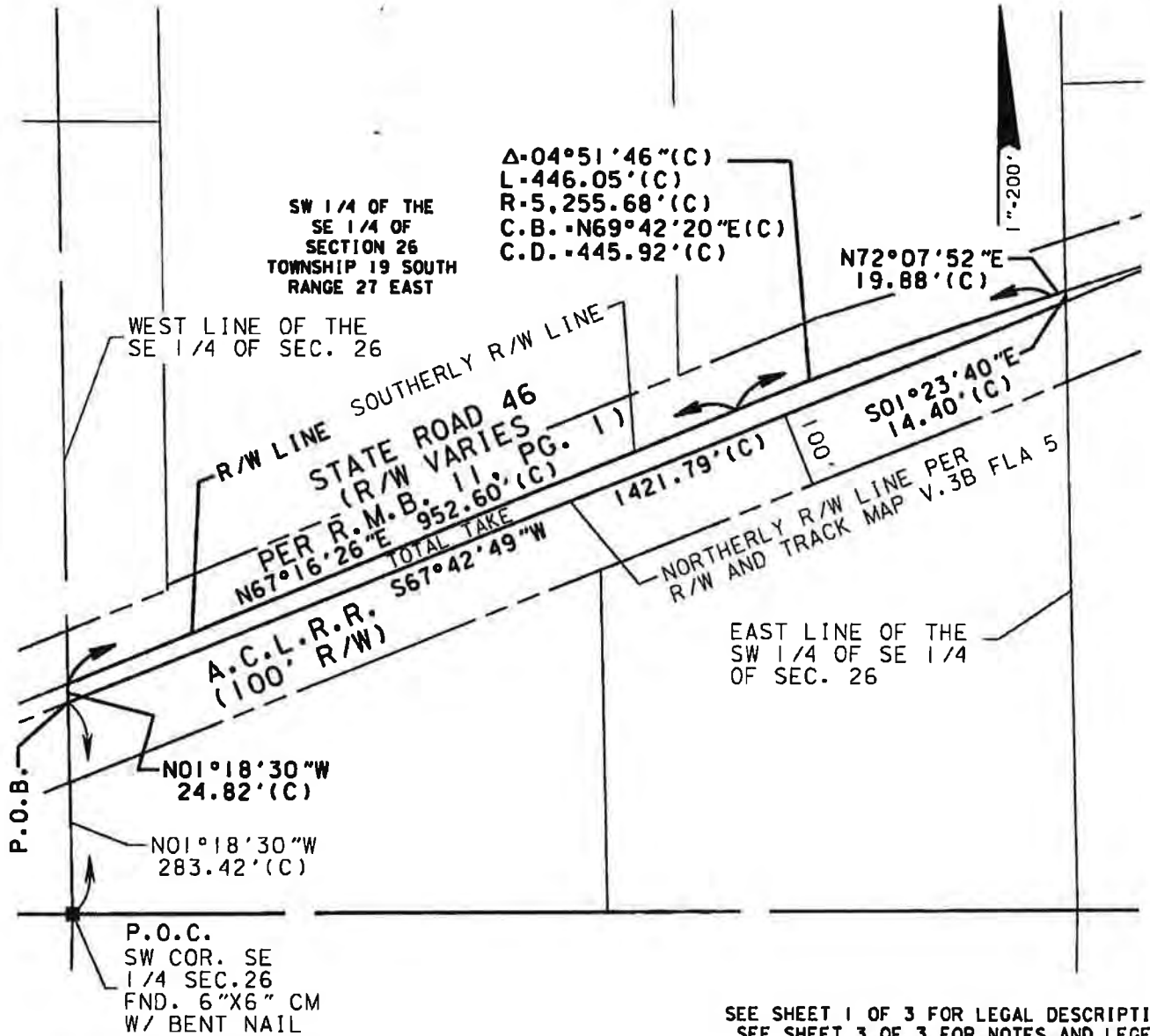
**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

That part of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, lying north of the Atlantic Coast Line Rail Road right of way and South of State Road 46 right of way, being more particularly described as follows:


Commence at the Southwest corner of the Southeast 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with bent nail; thence run North 01°18'30" West along the West line of said Southeast 1/4, a distance of 283.42 feet to a point on the Northerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track map V.3b Fla 5 and the POINT OF BEGINNING; thence continue North 01°18'30" West along said West line, a distance of 24.82 feet to a point on the Southerly right of way line of State Road 46 per FDOT Maintenance Map recorded in Road Map Book 11, Page 1, Public Records of Lake County, Florida; thence departing said West line, run North 67°16'26" East along said Southerly right of way line, a distance of 952.60 feet to a point on a curve, concave to the Southeast, having a Radius of 5255.68 feet and a Central Angle of 04°51'46"; thence run Northeasterly along the Arc of said curve and along said Southerly right of way line, a distance of 446.05 feet (Chord Bearing = North 69°42'20" East, Chord Distance = 445.92 feet) to the end of said curve; thence run North 72°07'52" East along said Southerly right of way line, a distance of 19.88 feet to a point on the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 26; thence, departing said Southerly right of way line, run South 01°23'40" East along said East line, a distance of 14.40 feet to a point on the Northerly right of way line of said Rail Road; thence departing said East line, run South 67°42'49" West along said Northerly right of way line, a distance of 1421.79 feet to the POINT OF BEGINNING.

Containing 0.860 acres, more or less.

PARCEL: 332
SECTION 26
TOWNSHIP 19 SOUTH
RANGE 27 EAST



SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 3 FOR NOTES AND LEGEND
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH			STATE ROAD 453 (WEKIVA PARKWAY)			CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
			DRMP PROJECT NO. 12-0150.000			SHEET 2 OF 3		DATE: 06/23/14	
			REVISE LEGAL			ALQ		1/15	
			TOTAL TAKE			CWV		11/14	
			PER COMMENTS			CWV		9/14	
REVISION			BY			DATE		DRAWN: BJP	
								SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • ARCHITECTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

PARCEL: 332

NOTES:

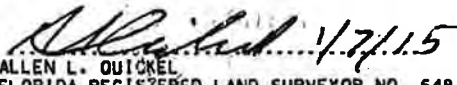

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 01°18'30" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT OF TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4887619, DATED JULY 29, 2014.

LEGEND:

A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD
(C) = CALCULATED DATA
C.B. = CHORD BEARING
C.D. = CHORD DISTANCE
COR. = CORNER
CM = CONCRETE MONUMENT
(D) = DEED DATA
EXIST. = EXISTING
FND. = FOUND
I.D. = IDENTIFICATION
IP = IRON PIPE
L = ARC LENGTH
L.B. = LICENSED BUSINESS

M.B. = MAP BOOK
OR = OFFICIAL RECORDS BOOK
P.L. = PROPERTY LINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
No. = NUMBER
PG = PAGE
R = RADIUS
REQ. = REQUIRED
R.M.B. = ROAD MAP BOOK
R/W = RIGHT-OF-WAY
SEC. = SECTION
Δ = CENTRAL ANGLE

SEE SHEET 2 OF 3 FOR
SKETCH OF DESCRIPTION

RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		DRMP PROJECT NO. 12-0150.000		SHEET 3 OF 3		DATE: 06/23/14	
		REVISE LEGAL		ALO		1/15	
		TOTAL TAKE		CWW		11/14	
		PER COMMENTS		CWW		9/14	
		REVISION		BY		DATE	
				DRAWN: BJP		CHECKED: ALO	
						SCALE: 1" = 200	
						SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 453 Wekiva Parkway Project Number 429-206, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13993996 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 335

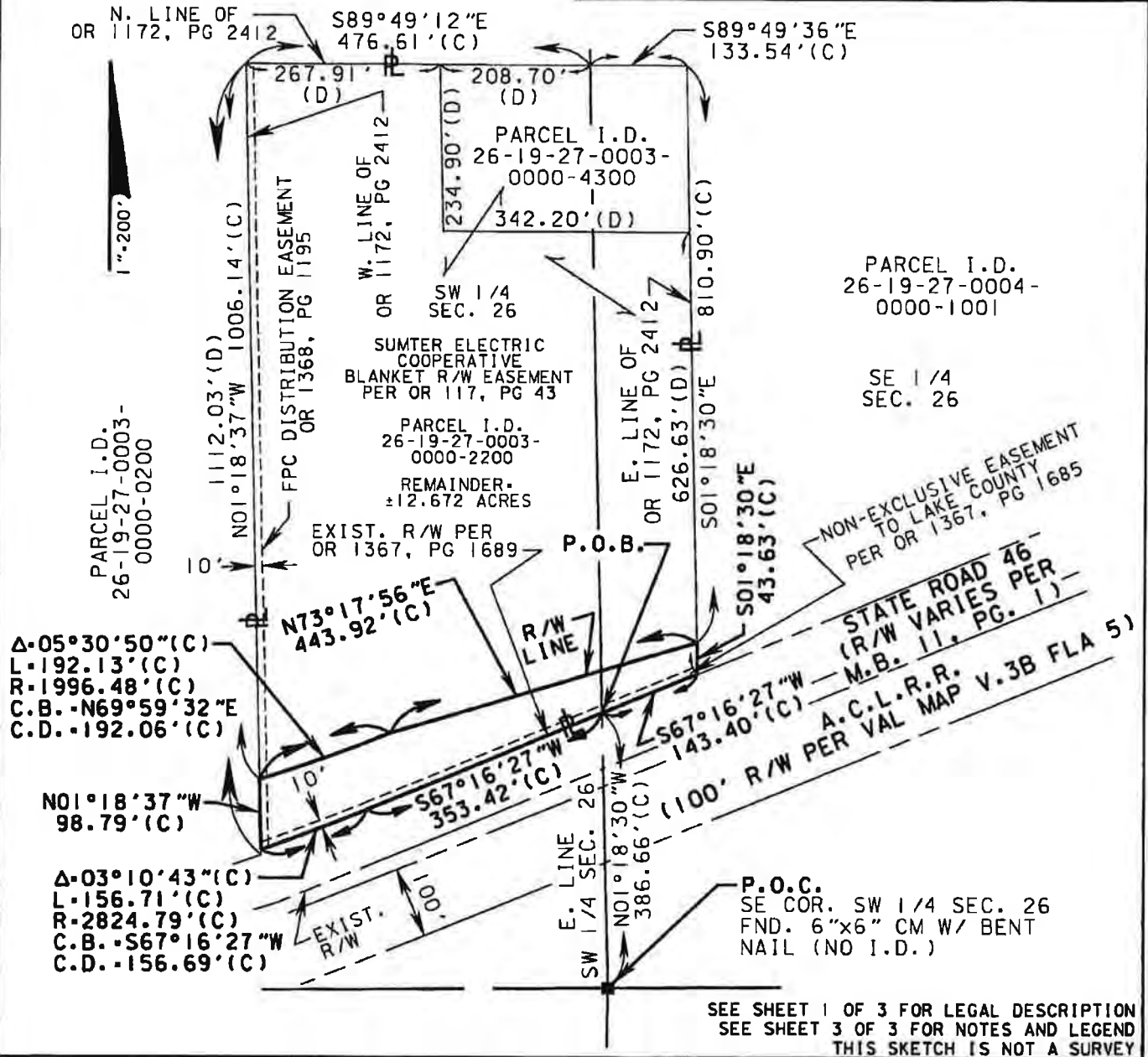
**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Southwest 1/4 and Southeast 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:


Commence at the Southeast corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°18'30" West along the East line of said Southwest 1/4, a distance of 386.66 feet to a point on the Northerly right of way line of State Road 46 per Official Records Book 1387, Page 1689, Public Records of Lake County, Florida, and the POINT OF BEGINNING; thence departing said west line, run South 67°16'27" West along said Northerly right of way line, a distance of 353.42 feet to a point of curvature of a curve, concave to the Northwest, having a Radius of 2824.79 feet, and a Central angle of 03°10'43"; thence run Southwesterly along the Arc of said curve continuing along said Northerly right of way, a distance of 156.71 feet (Chord Bearing = South 67°16'27" West, Chord Distance = 156.69 feet) to the end of said curve at the West line of lands described in Official Records Book 1172, Page 2412, Public Records of Lake County, Florida; thence departing said Northerly right of way line, run North 01°18'37" West along said West line, a distance of 98.79 feet to a point on a non-tangent curve to the left, concave to the Northwest, having a Radius of 1996.48 feet and a Central Angle of 05°30'50"; thence run Northeasterly along the arc of said curve, a distance of 192.13 feet (Chord Bearing = North 69°59'32" East, Chord Distance = 192.06 feet) to the end of said curve; thence North 73°17'56" East, a distance of 443.92 feet to the East line of said lands described in Official Records Book 1172, Page 2412; thence South 01°18'30" East, along said East line, a distance of 43.63 feet to a point on the aforesaid Northerly right of way line; thence, departing said East line, run South 67°16'27" West along said Northerly right of way line, a distance of 143.40 feet to the POINT OF BEGINNING.

Containing 1.074 acres, more or less.

PARCEL: 335
SECTION 26
TOWNSHIP 19 SOUTH RANGE 27 EAST



SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 3 FOR NOTES AND LEGEND
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH			STATE ROAD 453 (WEKIVA PARKWAY)			CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
			DRMP PROJECT NO. 12-0150.000			SHEET 2 OF 3		DATE: 06/24/14	
			ADD REMAINDER PER COMMENTS			CWW 11/14 CWW 9/14		SCALE: 1" = 200'	
REVISION			BY			DATE		DRAWN: JSG	
								SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

PARCEL: 335

NOTES:

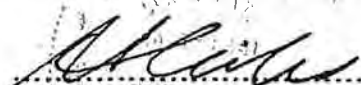

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 01°18'30" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER No. 4709336, DATED FEBRUARY 24, 2014.

LEGEND:

A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD
(C) = CALCULATED DATA
C.B. = CHORD BEARING
C.D. = CHORD DISTANCE
COR. = CORNER
CM = CONCRETE MONUMENT
(D) = DEED DATA
EXIST. = EXISTING
FND. = FOUND
FPC = FLORIDA POWER CORPORATION
I.D. = IDENTIFICATION
IP = IRON PIPE
L = ARC LENGTH
L.B. = LICENSED BUSINESS

M.B. = MAP BOOK
OR = OFFICIAL RECORDS BOOK
P.L. = PROPERTY LINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
No. = NUMBER
PG = PAGE
R = RADIUS
REQ. = REQUIRED
R/W = RIGHT-OF-WAY
SEC. = SECTION
Δ = CENTRAL ANGLE

SEE SHEET 2 OF 3 FOR
SKETCH OF DESCRIPTION

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)	
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)	DRMP PROJECT NO. 12-0150.000	SHEET 3 OF 3	DATE: 06/24/14	SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	
	ADD REMAINDER	CWW	11/14		SCALE: 1" = 200'
	PER COMMENTS	CWW	9/14		CHECKED: ALO
	REVISION	BY	DATE		DRAWN: JSG

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 453 Wekiva Parkway Project Number 429-206, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13994000 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 336

**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Southeast 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

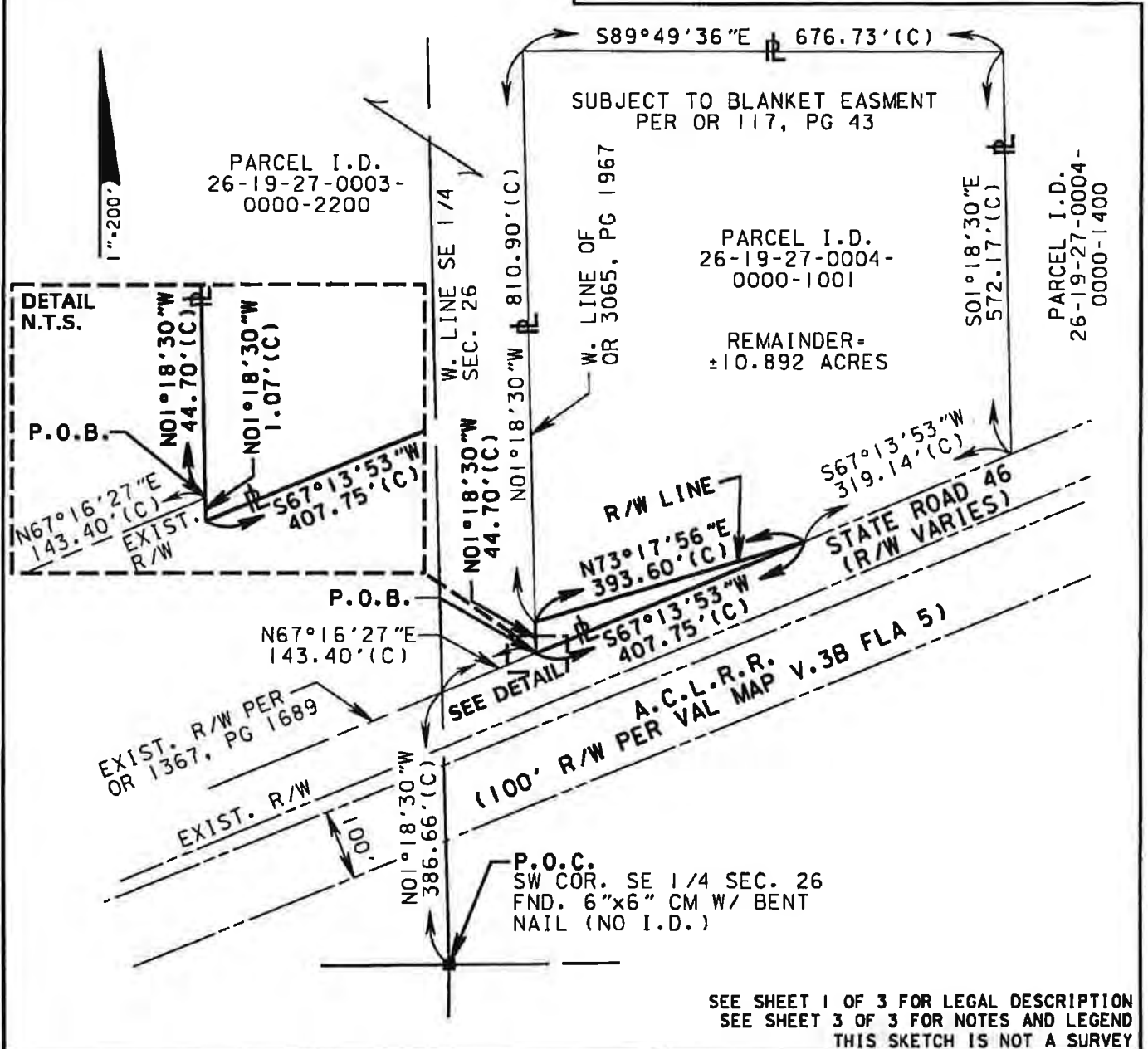
Commence at the Southwest corner of the Southeast 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°18'30" West along the West line of said Southeast 1/4, a distance of 386.66 feet to a point on the Northerly right of way line of State Road 46 per Official Records Book 1367, Page 1689 of the Public Records of Lake County, Florida; thence departing said West line run North 67°16'27" East along said Northerly right of way line, a distance of 143.40 feet to the POINT OF BEGINNING; thence, departing said Northerly right of way line, run North 01°18'30" West, said line extended also being the West line of lands described in Official Records Book 3065, Page 1967 of the Public Records of Lake County, Florida, a distance of 44.70 feet; thence departing said West line, run North 73°17'56" East, a distance of 393.60 feet to a point on said Northerly right of way line; thence run South 67°13'53" West along said Northerly right of way line, a distance of 407.75 feet; thence continue along said Northerly right of way line North 01°18'30" West, a distance of 1.07 feet to the POINT OF BEGINNING.

Containing 0.195 acres (8,482 square feet), more or less.

PARCEL: 336

SECTION 26

TOWNSHIP 19 SOUTH RANGE 27 EAST



RIGHT OF WAY
PARCEL SKETCH

STATE ROAD 453
(WEKIVA PARKWAY)

CENTRAL FLORIDA
EXPRESSWAY
AUTHORITY

SECTION 429-206 (2C)

DRMP
PROJECT NO.
12-0150.000

SHEET 2 OF 3

DATE: 06/24/14

ADD REMAINDER
PER COMMENTS

CWW 11/14
CWW 9/14

CHECKED: ALO

REVISION

BY

DATE

REVISION

BY

DATE

DRAWN: JSG

SKETCH PREPARED BY

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

PARCEL: 336

NOTES:



1. BEARINGS SHOWN HEREON ARE BASED ON THE THE WEST LINE OF SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 01°18'30" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4709360, DATED FEBRUARY 24, 2014.

LEGEND:

A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD
(C) = CALCULATED DATA
COR. = CORNER
CM = CONCRETE MONUMENT
EXIST. = EXISTING
FND. = FOUND
I.D. = IDENTIFICATION
IP = IRON PIPE
L = ARC LENGTH
L.B. = LICENSED BUSINESS

OR = OFFICIAL RECORDS BOOK
P = PROPERTY LINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
No. = NUMBER
PG = PAGE
REQ. = REQUIRED
R/W = RIGHT-OF-WAY
SEC. = SECTION
Δ = CENTRAL ANGLE

SEE SHEET 2 OF 3 FOR
SKETCH OF DESCRIPTION

RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		DRMP PROJECT NO. 12-0150.000		SHEET 3 OF 3		DATE: 06/24/14	
		ADD REMAINDER		CWW	11/14	SCALE: 1" = 200'	
		PER COMMENTS		CWW	9/14	CHECKED: ALO	
		REVISION		BY	DATE	DRAWN: JSG	
 DRMP ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648						SKETCH PREPARED BY	

CONSENT AGENDA ITEM

#20



Founded 1910

MEMORANDUM

TO: Central Florida Expressway
Authority Board Members

CLIENT-MATTER NO.: 19125.0082

FROM: David A. Shontz

DATE: April 28, 2015

RE: **State Road 429 Wekiva Parkway, Project 429-205, Parcel Resolutions**

Shutts & Bowen LLP, as Right-of-Way counsel, submits the attached Resolutions and requests the Board approve the adoption of these Resolutions for the acquisition of Parcel 287/887, Parcel 288, Parcel 289/989, Parcel 890, and Parcel 292 for the construction of State Road 429 Wekiva Parkway Project 429-205.

DESCRIPTION AND BACKGROUND:

These Resolutions are being sought in accordance with applicable Florida law governing eminent domain and property acquisition procedures. Additionally, the Resolutions are being sought as a step in the process of property acquisition consistent with the requirements of the CFX Property Acquisition and Disposition Procedures Manual.

Acquisition of the following parcels is necessary for the construction of the State Road 429 Wekiva Parkway Project 429-205:

1. Parcel 287/887 is a fee simple acquisition of 10.350 acres, more or less, for use as limited access right-of-way, leaving a remainder of 25.768 acres, more or less. Additionally, 9,054 square feet, more or less, to be acquired as a permanent easement. Both parcels are being acquired from an assemblage of property located at the eastern terminus of Boch Road, north of Haas Road in Orange County, Florida.
2. Parcel 288 is a fee simple acquisition of 0.690 acres, more or less, for use as limited access right-of-way, and is located at the eastern terminus of Boch Road, north of Haas Road in Orange County, Florida.

3. Parcel 289/989 is a whole taking fee simple acquisition of a total of 10.078 acres, more or less, with Part A consisting of 8.250 acres, more or less, for limited access right-of-way, and Part B consisting of 1.828 acres, more or less, for right-of-way purposes. Parcel 989 consists of 12,271 square feet, more or less, acquired as Parcel 289 Part B, to be dedicated to the public as an Ingress/Egress and Utility Easement. The property is located approximately 1,220 feet north of Haas Road and east of Plymouth Sorrento Road in Orange County, Florida
4. Parcel 890 is a taking of 4,513 square feet, more or less, for a permanent ingress/egress and utilities easement and to allow access to the northern portion of the pond site on Parcel 289. The property is located north of Parcel 289, north of Haas Road and east of Plymouth Sorrento Road in Orange County, Florida.
5. Parcel 292 is a fee simple acquisition of 5.127 acres, more or less, with a remainder of 14.282 acres, more or less, for use as limited access right-of-way. The property is located at the southern terminus of Swain Road, south of Adair Avenue and approximately one and one-half miles east of Plymouth Sorrento Road in Orange County, Florida.

REQUESTED ACTION:

Right-of-Way counsel respectfully requests the Board adopt the attached Resolutions to allow acquisition of Parcel 287/887, Parcel 288, Parcel 289/989, Parcel 890, and Parcel 292 for the construction of State Road 429 Wekiva Parkway Project 429-205.

ATTACHMENTS:

Resolution for Parcel 287/887
Resolution for Parcel 288
Resolution for Parcel 289/989
Resolution for Parcel 890
Resolution for Parcel 292

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-205, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13992008 1

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 287
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 89°59'30" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 695.44 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 1247.76 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 603.71 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 89°05'11" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 796.01 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10875, PAGE 2485 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°42'12" WEST ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 150.18 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°05'11" WEST ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 200.24 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 03°42'12" WEST ALONG SAID EAST LINE, A DISTANCE OF 150.59 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°04'36" EAST, A DISTANCE OF 1600.37 FEET TO A POINT; THENCE SOUTH 03°37'22" EAST, A DISTANCE OF 300.86 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 10.350 ACRES, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL NO. 287



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S. INTERNATIONAL PARKWAY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 887
PURPOSE: PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 89°59'30" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 695.44 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 946.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 300.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°37'22" WEST, A DISTANCE OF 300.86 FEET TO A POINT; THENCE NORTH 89°04'36" EAST, A DISTANCE OF 30.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,054 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

PROJECT NO.: P04-04

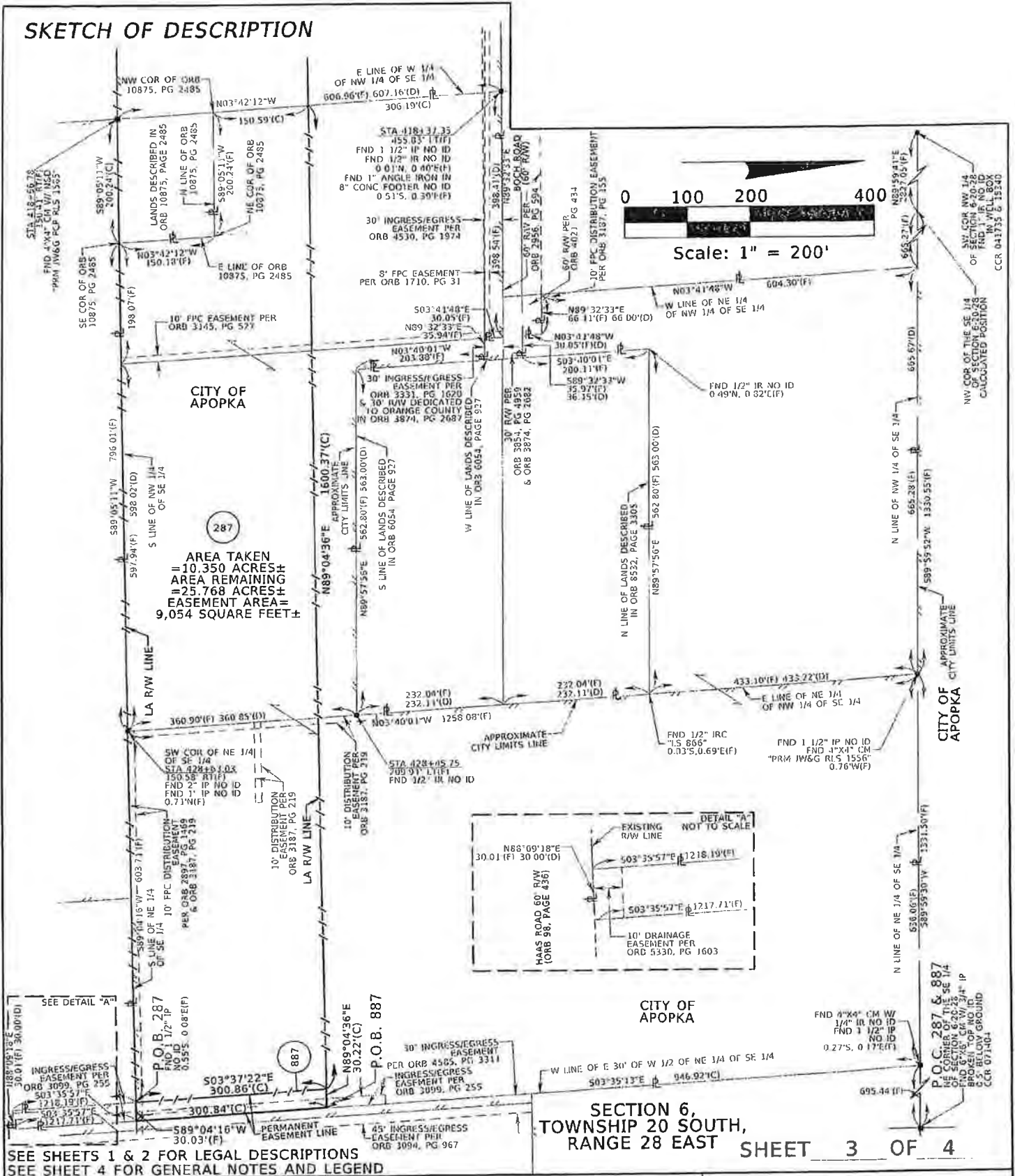
DRAWN: DPW CHECKED: JMS

STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL NO. 887



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S. INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: (407) 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL NO.'S 287 & 887



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S. INTERNATIONAL PARKWAY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS


(C)	= CALCULATED	LT	= LEFT
(D)	= DEED	N&D	= NAIL AND DISK
(F)	= FIELD	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CM	= CONCRETE MONUMENT	ORB	= OFFICIAL RECORDS BOOK
COR	= CORNER	PL	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
FPC	= FLORIDA POWER CORPORATION	RT	= RIGHT
ID	= IDENTIFICATION	R/W	= RIGHT OF WAY
IP	= IRON PIPE	STA	= STATION
IR	= IRON ROD	W/	= WITH
IRC	= IRON ROD AND CAP		
LA	= LIMITED ACCESS		= COMMON OWNERSHIP

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 89°59'30" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED OCTOBER 18, 2012, FILE NO. 2037-2840330, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

REVISED PER COMMENTS	DPW	04/09/2015	<p>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</p> <p><i>[Signature]</i> 4-9-2015</p> <p>H. Paul deVivero, Professional Land Surveyor No. 4990 DATE</p>
REVISED PARENT TRACT	DPW	03/10/2015	
REVISED EASEMENTS	DPW	09/25/2013	
REVISED PER COMMENTS	DPW	06/18/2013	
REVISED PER COMMENTS	DPW	05/23/2013	
REVISION	BY	DATE	
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
DATE: <u>APRIL 11, 2013</u>			
PROJECT NO.: <u>P04-04</u>			
DRAWN: <u>DPW</u> CHECKED: <u>JMS</u>			
STATE ROAD 429 CFX PROJECT NO. 429-205 PARCEL NO.'S 287 & 887			 <p>GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S. INTERNATIONAL PARKWAY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: (407) 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556</p>

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-205, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13992018 1

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 288
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING ALL OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10875, PAGE 2485 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 89°59'30" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 695.44 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 1247.76 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 633.74 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 89°05'11" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 796.01 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10875, PAGE 2485 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°05'11" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 200.24 FEET TO THE SOUTHWEST CORNER OF SAID LANDS AND A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°42'12" WEST ALONG SAID EAST LINE, A DISTANCE OF 150.18 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°05'11" EAST ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 200.24 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°42'12" EAST ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 150.18 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.690 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 11, 2015

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL NO. 288



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

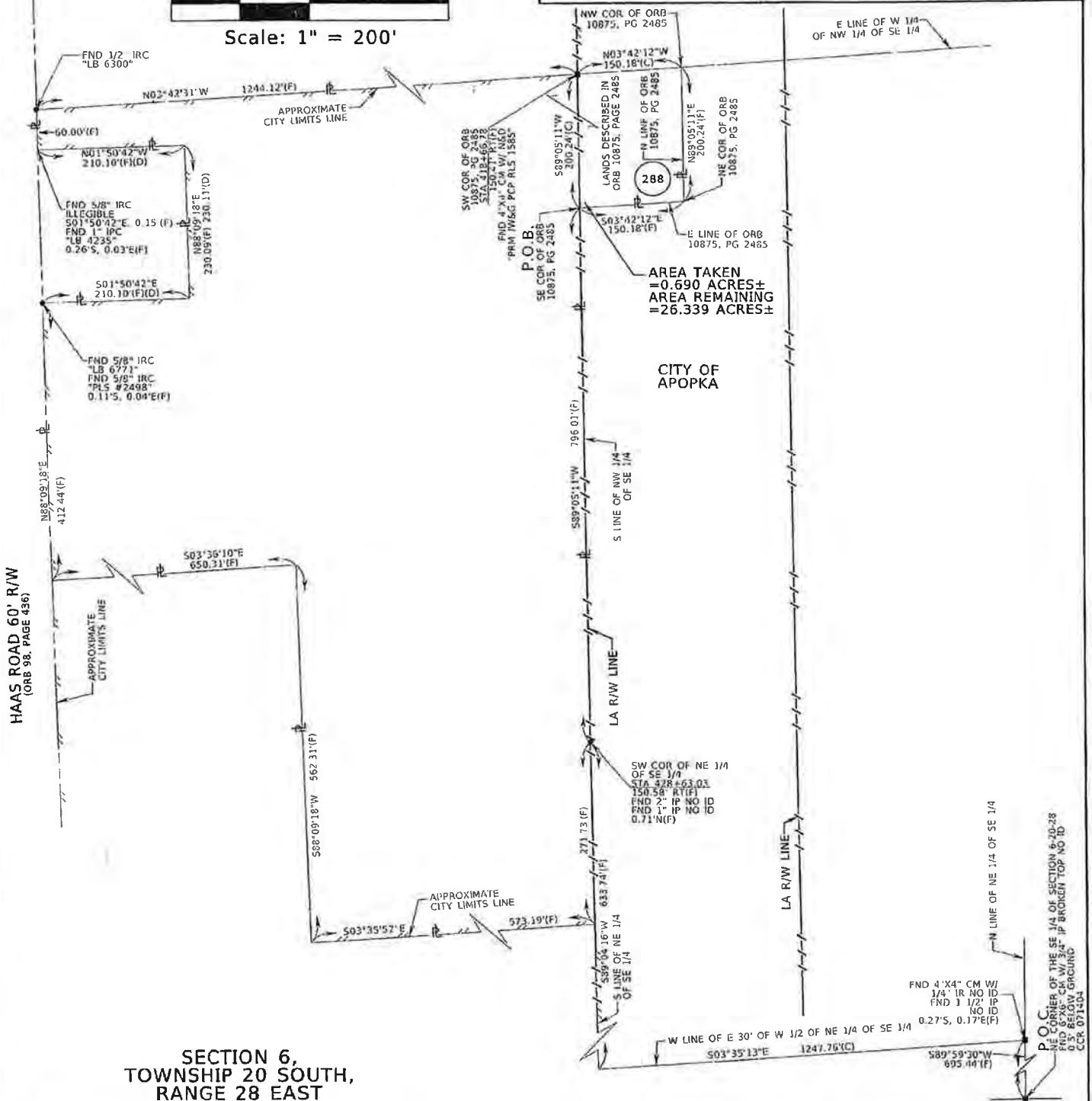
1349 S. INTERNATIONAL PARKWAY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



SECTION 6,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST

SEE SHEET 1 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 11, 2015

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL NO. 288



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S. INTERNATIONAL PARKWAY

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LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

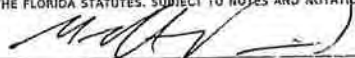

(C)	= CALCULATED	LT	= LEFT
(D)	= DEED	N&D	= NAIL AND DISK
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COR	= CORNER	PG	= PAGE
FND	= FOUND	P.O.B.	= POINT OF BEGINNING
ID	= IDENTIFICATION	P.O.C.	= POINT OF COMMENCEMENT
IP	= IRON PIPE	RT	= RIGHT
IPC	= IRON PIPE AND CAP	R/W	= RIGHT OF WAY
IR	= IRON ROD	STA	= STATION
IRC	= IRON ROD AND CAP	W/	= WITH
LA	= LIMITED ACCESS		
			= COMMON OWNERSHIP

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 89°59'30" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND/OR RIGHT-OF-WAY RECORDS. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTIONS
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

				I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.	
				 4-9-2015	
REVISED PER COMMENTS		DPW	04/09/2015	DATE	
REVISION		BY	DATE	H. Paul deVivero, Professional Land Surveyor No. 4990	
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429 CFX PROJECT NO. 429-205 PARCEL NO. 288		 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S. INTERNATIONAL PARKWAY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: (407) 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	
DATE: MARCH 11, 2015					
PROJECT NO.: P04-04					
DRAWN: DPW CHECKED: JMS					

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-205, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13992029 1

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 289
PURPOSE: PART A LIMITED ACCESS RIGHT-OF-WAY
PURPOSE: PART B RIGHT-OF-WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 289 - PART A LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 03°30'34" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 688.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°30'34" EAST ALONG SAID EAST LINE, A DISTANCE OF 548.06 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 653.12 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°35'13" WEST ALONG A LINE 10.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 552.94 FEET TO A POINT; THENCE DEPARTING SAID PARALLEL LINE, RUN SOUTH 89°29'44" EAST, A DISTANCE OF 654.10 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 8.250 ACRES, MORE OR LESS.

TOGETHER WITH:

A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SOUTHEAST 1/4 AND TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 30 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION, AS DESCRIBED IN THAT CERTAIN DEED OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3099, PAGE 255, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RECORDED ON MARCH 03, 1980. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ACCESS OVER THE FOLLOWING DESCRIBED PROPERTY AS SET FORTH RECIPROCAL EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3396, PAGE 1421, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. THE WEST 15 FEET OF THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST.

AS DESCRIBED IN OFFICIAL RECORDS BOOK 4585, PAGE 3311 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 289



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 289
PURPOSE: PART A LIMITED ACCESS RIGHT-OF-WAY
PURPOSE: PART B RIGHT-OF-WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 289 - PART B RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 03°30'34" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 618.35 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°30'34" EAST ALONG SAID EAST LINE, A DISTANCE OF 70.10 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°29'44" WEST, A DISTANCE OF 654.10 FEET TO A POINT; THENCE SOUTH 03°35'13" EAST ALONG A LINE 10.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 552.94 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID PARALLEL LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 10.01 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 03°35'57" EAST ALONG SAID WEST LINE, A DISTANCE OF 1217.23 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HAAS ROAD PER OFFICIAL RECORDS BOOK 98, PAGE 436 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 88°09'18" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 15.01 FEET TO A POINT ON THE WEST LINE OF THE EAST 15 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN NORTH 03°35'57" WEST ALONG SAID WEST LINE, A DISTANCE OF 1217.47 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 03°35'13" WEST ALONG THE WEST LINE OF THE EAST 15 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 623.23 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°29'44" EAST ALONG SAID NORTH LINE, A DISTANCE OF 679.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.828 ACRES, MORE OR LESS.

TOGETHER WITH:

A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SOUTHEAST 1/4 AND TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 30 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION, AS DESCRIBED IN THAT CERTAIN DEED OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3099, PAGE 255, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RECORDED ON MARCH 03, 1980. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ACCESS OVER THE FOLLOWING DESCRIBED PROPERTY AS SET FORTH RECIPROCAL EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3396, PAGE 1421, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. THE WEST 15 FEET OF THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST.

AS DESCRIBED IN OFFICIAL RECORDS BOOK 4585, PAGE 3311 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 289



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST

P.O.C. 289 PART A & PART B
NE CORNER OF THE SE 1/4
OF SECTION 6-20-28
FND 6"X6" CM W/ 3/4" IP
BROKEN TOP NO ID
0.5' BELOW GROUND
CCR 071404
618.35'(F)

P.O.B. 289
PART B
FND 3"X3" CM NO ID
589°29'44"W, 0.37'(F)
FND 1/2" IP NO ID
0.59'W(F)

P.O.B. 289
PART A

289
PART A

289
PART B



Scale: 1" = 100'

WHOLE TAKE
PART A AREA TAKEN=8.250 ACRES±
PART B AREA TAKEN=1.828 ACRES±
TOTAL TAKE AREA=10.078 ACRES±

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 289



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MAITLAND, FLORIDA 32751

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LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

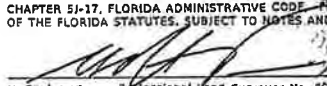

(C)	= CALCULATED	LT	= LEFT
(D)	= DEED	N:	= NORTHING
(F)	= FIELD	N&D	= NAIL AND DISK
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CM	= CONCRETE MONUMENT	ORB	= OFFICIAL RECORDS BOOK
DB	= DEED BOOK	PL	= PROPERTY LINE
E:	= EASTING	PG	= PAGE
FPC	= FLORIDA POWER CORPORATION	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
ID	= IDENTIFICATION	RT	= RIGHT
IP	= IRON PIPE	R/W	= RIGHT OF WAY
IR	= IRON ROD	STA	= STATION
IRC	= IRON ROD AND CAP	W/	= WITH
LA	= LIMITED ACCESS		

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 03°30'34" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED NOVEMBER 30, 2012, FILE NO. 2037-2864623, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

			I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 31-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.	
REVISED PARCELS	DPW	11/18/2013	 H. Paul deVivero, Professional Land Surveyor No. 4990 DATE 11-21-13	
REVISED PARCELS	DPW	11/06/2013		
REVISED PER COMMENTS	DPW	05/23/2013		
REVISION	BY	DATE		
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY			STATE ROAD 429	
DATE: APRIL 11, 2013			OOCEA PROJECT NO. 429-205	
PROJECT NO.: P04-04			PARCEL NO. 289	
DRAWN: DPW CHECKED: JMS			 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 VOICE: (407) 660-2322 FAX: 660-8223 LAND SURVEYOR BUSINESS LICENSE NO. 6556	

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 989
PURPOSE: PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 03°30'34" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 678.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°30'34" EAST ALONG SAID EAST LINE, A DISTANCE OF 10.01 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°29'44" WEST, A DISTANCE OF 654.10 FEET TO A POINT; THENCE SOUTH 03°35'13" EAST ALONG A LINE 10.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 552.94 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID PARALLEL LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 20.02 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°35'13" WEST ALONG A LINE 10.00 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 10.01 FEET TO A POINT; THENCE DEPARTING SAID PARALLEL LINE, RUN NORTH 89°04'16" EAST ALONG A LINE 10.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 10.01 FEET TO A POINT; THENCE DEPARTING SAID PARALLEL LINE, RUN NORTH 03°35'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 553.02 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°29'44" EAST, A DISTANCE OF 664.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,271 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: NOVEMBER 18, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 989



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

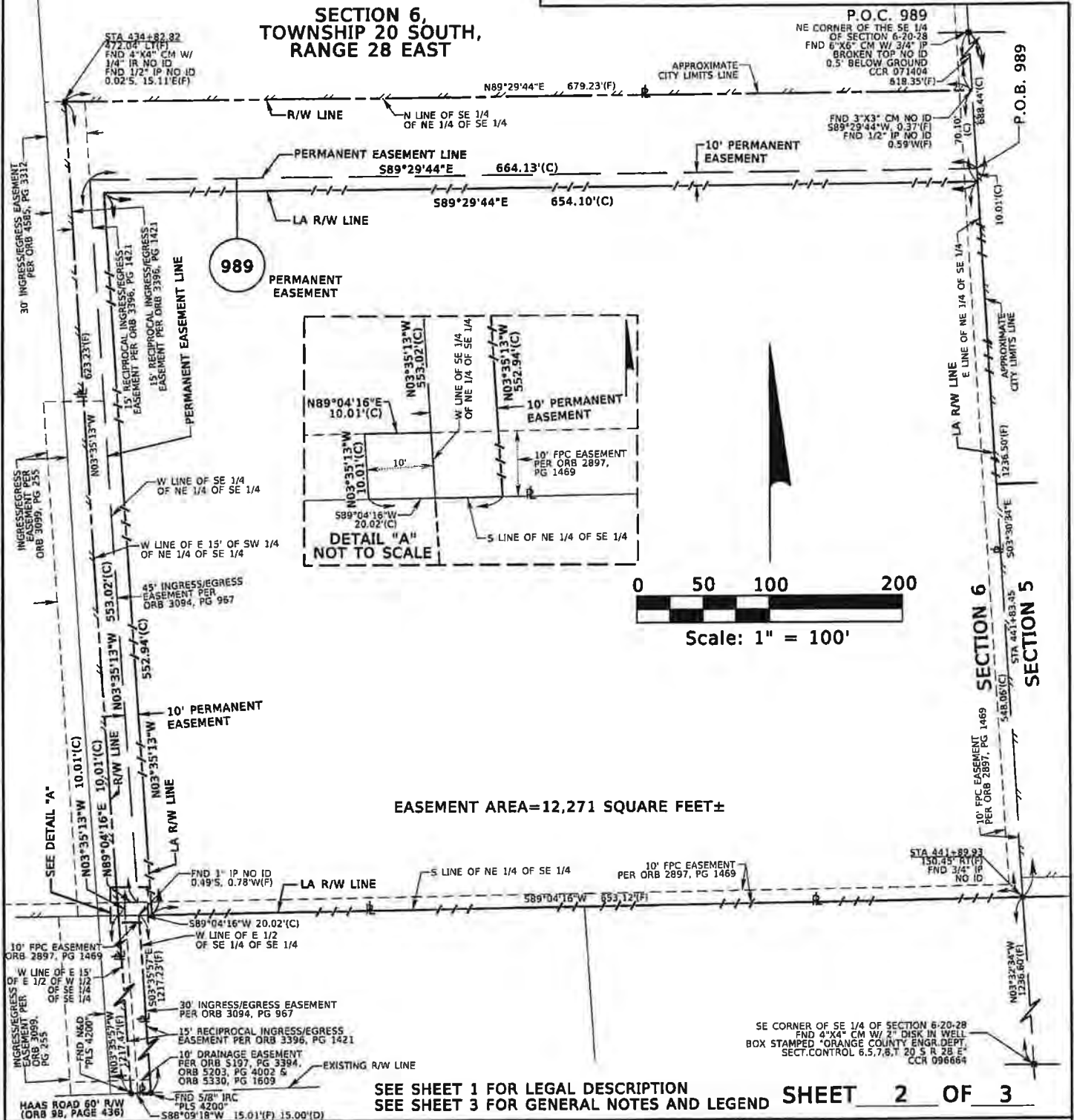
MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST



FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: NOVEMBER 18, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 989



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS


(C)	= CALCULATED	LT	= LEFT
(D)	= DEED	N:	= NORTHING
(F)	= FIELD	N&D	= NAIL AND DISK
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CM	= CONCRETE MONUMENT	ORB	= OFFICIAL RECORDS BOOK
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FPC	= FLORIDA POWER CORPORATION	P.O.B.	= POINT OF BEGINNING
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3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
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SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

				I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.	
				11-13-2014	
REVISED EASEMENTS		DPW	11/27/2013	H. Paul deVivero, Professional Land Surveyor No. 4990	
REVISION		BY	DATE	DATE	
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429 OOCEA PROJECT NO. 429-205 PARCEL NO. 989		 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 VOICE: (407) 660-2322 FAX: 660-8223 LAND SURVEYOR BUSINESS LICENSE NO. 6556	
DATE: NOVEMBER 18, 2013					
PROJECT NO.: P04-04					
DRAWN: DPW CHECKED: JMS					

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-205, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13992035 1

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 890
PURPOSE: PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 89°59'30" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 695.44 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 946.92 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°04'36" EAST, A DISTANCE OF 15.02 FEET TO A POINT ON THE WEST LINE OF THE EAST 15 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 300.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 15.02 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE EAST 30 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°35'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 300.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,513 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: APRIL 25, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 890



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

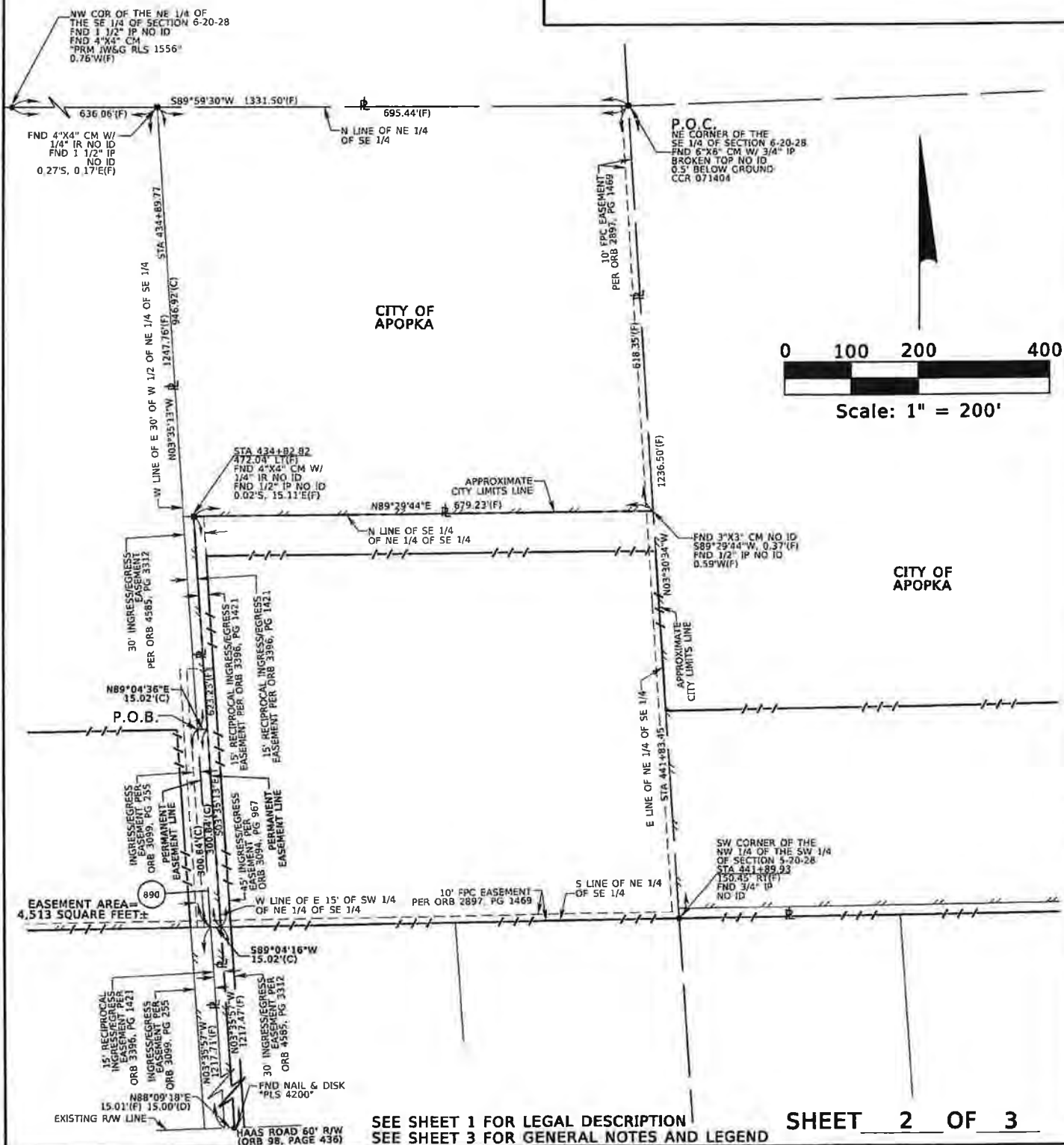
SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: APRIL 25, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

**STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 890**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137

VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

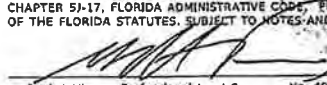

(C)	= CALCULATED	LT	= LEFT
(D)	= DEED	N:	= NORTHING
(F)	= FIELD	NO.	= NUMBER
CCR	= CERTIFIED CORNER RECORD	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	PL	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
FPC	= FLORIDA POWER CORPORATION	RT	= RIGHT
ID	= IDENTIFICATION	R/W	= RIGHT OF WAY
IP	= IRON PIPE	STA	= STATION
IR	= IRON ROD	W/	= WITH

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 06, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 89°59'30" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED JANUARY 30, 2013, FILE NO. 2037-2898339, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

		I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.	
REVISED PER COMMENTS	DPW	05/23/2013	 11-21-13
REVISION	BY	DATE	
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DATE: APRIL 25, 2013		OOCEA PROJECT NO. 429-205	
PROJECT NO.: P04-04		PARCEL NO. 890	
DRAWN: DPW CHECKED: JMS		 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 VOICE: (407) 660-2322 FAX: 660-8223 LAND SURVEYOR BUSINESS LICENSE NO. 6556	

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-205, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of May, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 13992040 1

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 292
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" BROKEN CONCRETE MONUMENT WITH A 3/4" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 88°13'25" EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2647.84 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 5, BEING A FOUND 1/2" IRON ROD, NO IDENTIFICATION; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°29'28" EAST ALONG THE EAST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 945.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°29'28" EAST ALONG SAID EAST LINE, A DISTANCE OF 338.57 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°14'21" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 662.13 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°30'38" WEST ALONG SAID WEST LINE, A DISTANCE OF 336.69 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°04'36" EAST, A DISTANCE OF 662.16 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 5.127 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: APRIL 18, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 292



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S. INTERNATIONAL PARKWAY

SUITE 2401

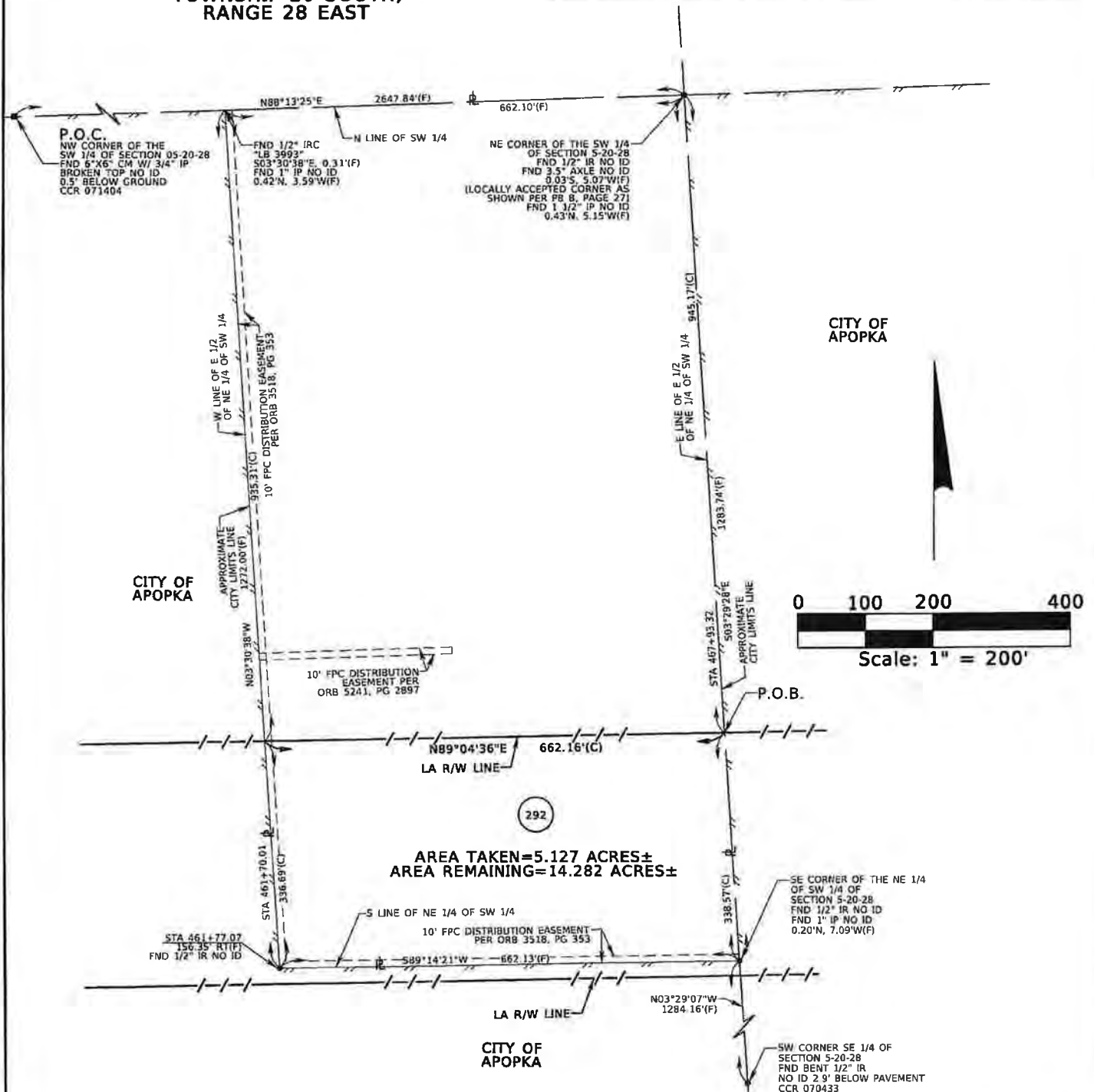
LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: APRIL 18, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 292



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S. INTERNATIONAL PARKWAY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C) = CALCULATED
CM = CONCRETE MONUMENT
(F) = FIELD
CCR = CERTIFIED CORNER RECORD
FPC = FLORIDA POWER CORPORATION
FND = FOUND
ID = IDENTIFICATION
IP = IRON PIPE
IR = IRON ROD
IRC = IRON ROD AND CAP
LA = LIMITED ACCESS

NO. = NUMBER
ORB = OFFICIAL RECORDS BOOK
OOCEA = ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
PL = PROPERTY LINE
PG = PAGE
PB = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
RT = RIGHT
R/W = RIGHT OF WAY
STA = STATION
W/ = WITH

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 05, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 03°29'28" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED NOVEMBER 30, 2012, FILE NO. 2037-2864631, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

REVISED PER COMMENTS	DPW	03/11/2014	<p>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</p> <p><i>H. Paul deViverra</i> 3-11-14 H. Paul deViverra, Professional Land Surveyor No. 4990 DATE</p>
REVISED PROPOSED LA R/W LINE	DPW	02/06/2014	
REVISED PER COMMENTS	DPW	05/23/2013	
REVISION	BY	DATE	

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
DATE: APRIL 18, 2013
PROJECT NO.: P04-04
DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 292



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S. INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: (407) 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556


CONSENT AGENDA ITEM

#21

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: April 27, 2015

RE: *Central Florida Expressway Authority v. Mega GNG, LLP, et al.*
Case No. 2014-CA-003590-O, Project: 429-203, Parcel 232
Owner: Mega GNG, LLLP
Location: 2809 W. Kelly Park Rd, Apopka, Florida 32712
Size of Land: Before: 39.849± gross / net acres
Taken: 0.170± gross / net acres (7,407± square feet)
Remainder: 39.679± gross / net acres

INTRODUCTION

Section 73.032 of the Florida Statutes allows a condemning authority to serve an offer of judgment in an eminent domain case. The purpose of the offer is to shift liability for expert fees and costs. If the judgment obtained is equal to or less than the offer of judgment, the trial court is prohibited from awarding costs incurred by the property owner after the date the offer of judgment was rejected. If the judgment obtained is greater than the offer of judgment, the offer does not limit expert fees and costs.

To be effective, an offer of judgment must be greater than the ultimate judgment or jury verdict, including interest through the date of the offer. Although the Expressway Authority does not have the owner's appraisal report, an offer of judgment would not be as effective in limiting costs if the Expressway Authority waited until after all of the expert reports were completed and associated costs incurred before serving an offer of judgment.

DESCRIPTION OF PARCEL 232

The parent tract is located on the northeast corner of Plymouth Sorrento Road and West Kelly Park Road, in unincorporated Orange County, Florida. The easterly portion of the parent tract is improved with a modular office building, a metal warehouse building, three greenhouses, asphalt driveways, a cylindrical storage container, perimeter chain link fencing with barbed wire, a chain link gate, and a decorative brick wall with columns and metal entrance gates.

Primary access is available on the east side of Plymouth Sorrento Road and north side of West Kelly Park Road. The property is zoned A-1, Citrus Rural District by Orange County. The future land use is Rural.

Project: 429-203, Parcel 232
Owner: Mega GNG, LLLP

The taking consists of 7,407± square feet located in the southwest corner and on the south border of the parent tract. According to Construction Plans provided to the appraiser for review, West Kelly Park Road and Plymouth Sorrento Road will be constructed with 12-foot wide lanes, 10-foot wide shoulders (5-foot paved, 5-foot stabilized) and roadside ditches. A center left turn-only lane for traffic turning onto southbound Plymouth Sorrento Road will be constructed on West Kelly Park Road in front of the subject property for 236± feet from the signalized intersection at Station 107+84.00± to Station 110+20.00±. Double yellow 6" lines on West Kelly Park Road prevent east-bound traffic on West Kelly Park Road from being able to turn left into the subject property from a point on its western boundary until at least Station 117+40.00±.

Walter N. Carpenter, Jr., MAI, CRE, appraised the property. He concluded that the highest and best use "*as though vacant*" is to hold for future commercial or mixed use development until economic conditions improve and as dictated by market demand. The highest and best use "*as improved*" is the existing use as interim until economic conditions improve and as dictated by market demand. Based upon the comparable sales approach, Mr. Carpenter estimated a value for the parent tract at \$2.00 per square foot of land area which would consider the contributory value of site improvements.

In addition, the area of the taking included chain link fencing and sod, which were valued at \$11,680. Mr. Carpenter stated that chain link fencing can be reestablished on the remainder property. Based upon Marshall Valuation Services, Mr. Carpenter estimated a net cost to cure for Parcel 232 of \$5,490 as follows:

Cost to Cure (Marshall Valuation Services)	\$16,461
Less: Depreciated Value of Improvements Within Taking as Cost to Cure (\$12,906 - \$1,936 (Based upon 15% depreciation))	(\$10,970)
Estimated Net Cost to Cure	\$ 5,490

With respect to severance damages, Mr. Carpenter concluded that no adverse impact would be anticipated as a result of the taking considering the highest and best use and continued access to Kelly Park Road.

In sum, Mr. Carpenter's estimated market value of **Parcel 232** as of June 6, 2014 is:

Land (7407 sf @ \$2/sf)	\$14,800
Improvements (740-ft chain link fence, sod)	\$11,680
Damages	\$ 0
Cost to Cure	<u>\$ 5,490</u>
Total Parcel 232	\$31,970

Project: 429-203, Parcel 232
Owner: Mega GNG, LLLP

The property owner has not disclosed what it seeks in full compensation from Expressway Authority.

REQUEST

We respectfully request the Board approve the Right of Way Committee's recommendation to tender an offer of judgment in the amount of **\$40,001**.

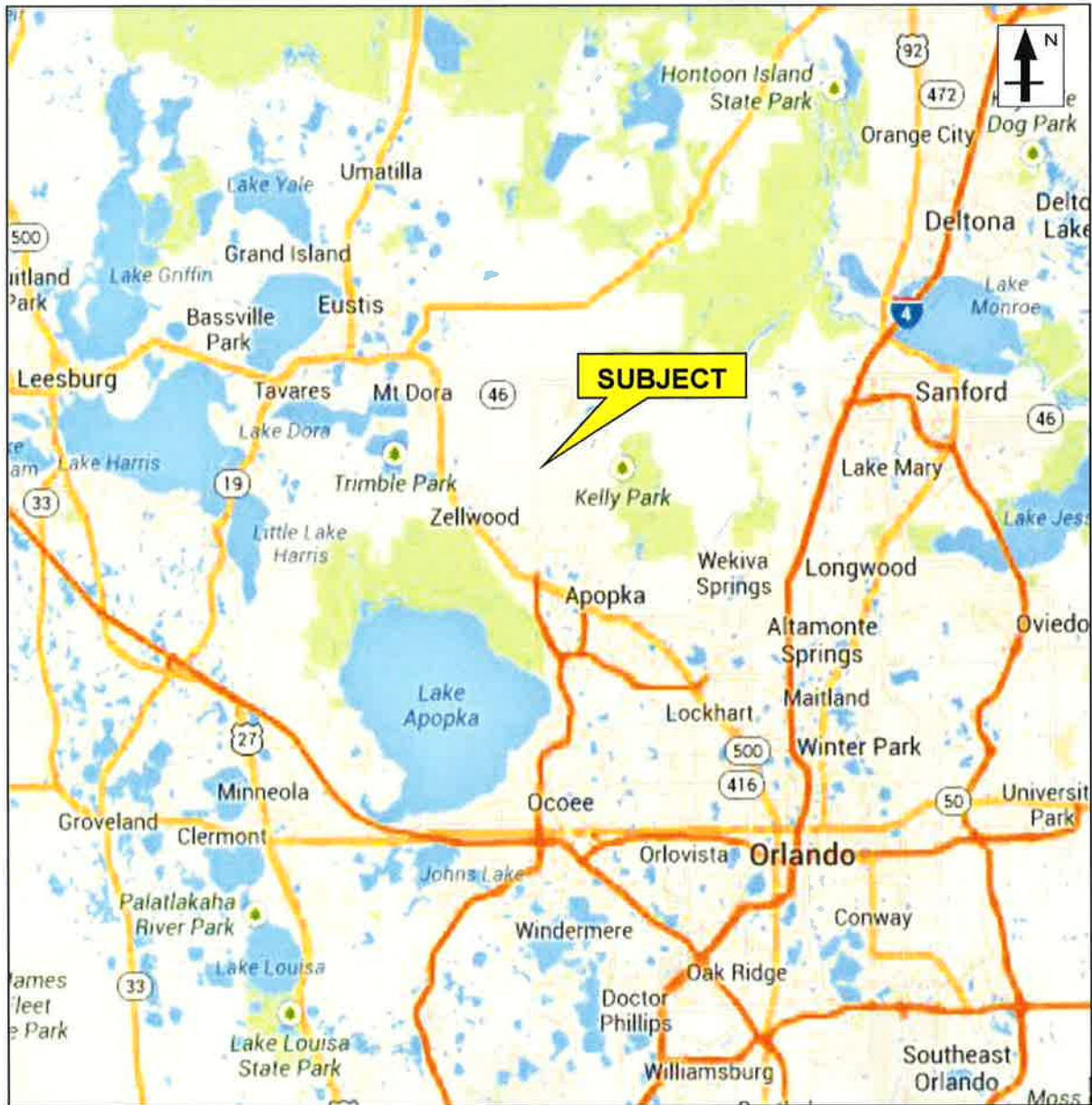
ATTACHMENTS

Excerpt of Appraisal Report

PARCEL NO.: 232
OWNER: MEGA GNG, LLLP
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: UNINCORPORATED/ORANGE

11

AREA MAP

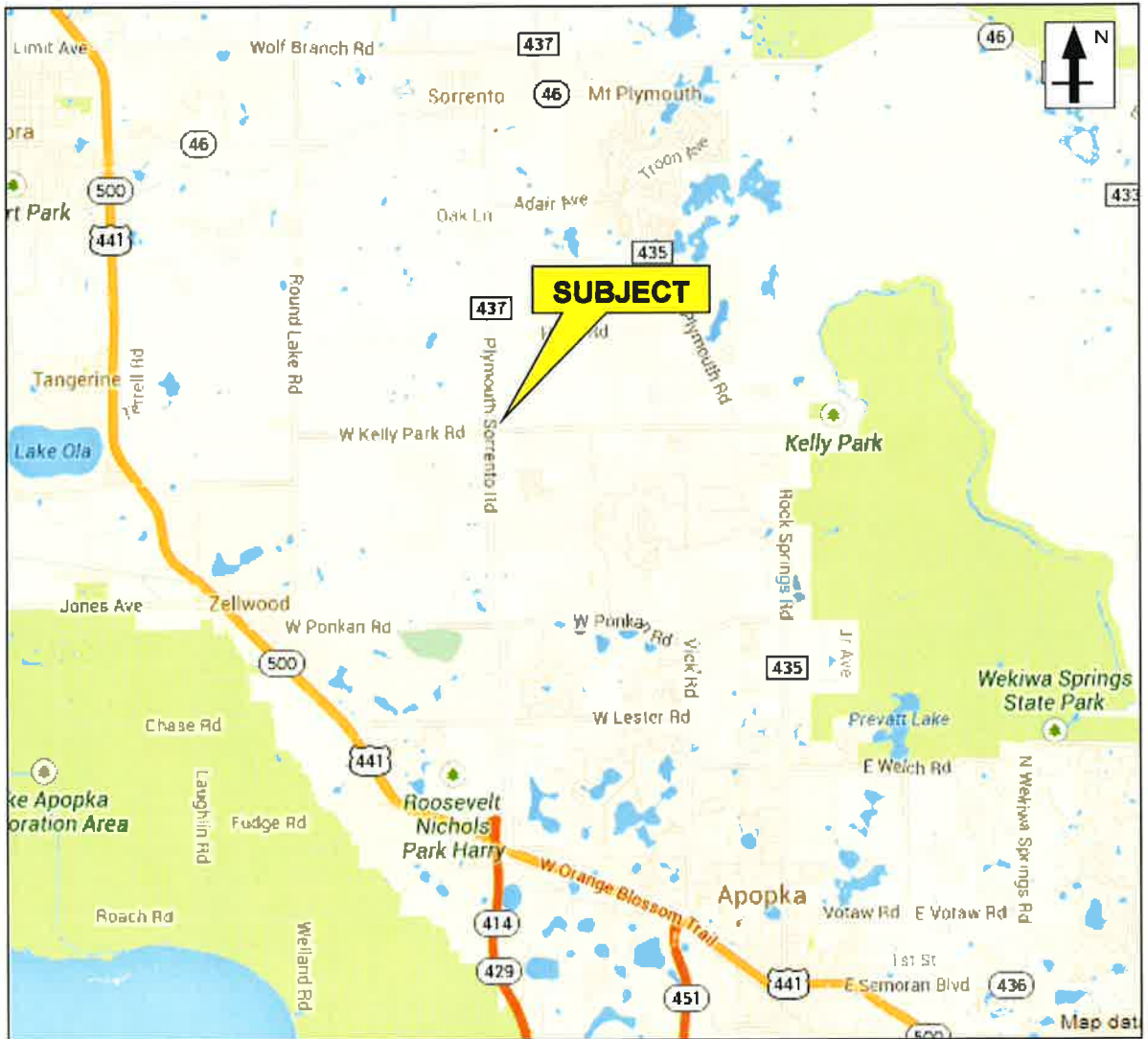


Approximate Representation
Source: Google Maps

PARCEL NO.: 232
OWNER: MEGA GNG, LLLP
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: UNINCORPORATED/ORANGE

12

LOCATION MAP

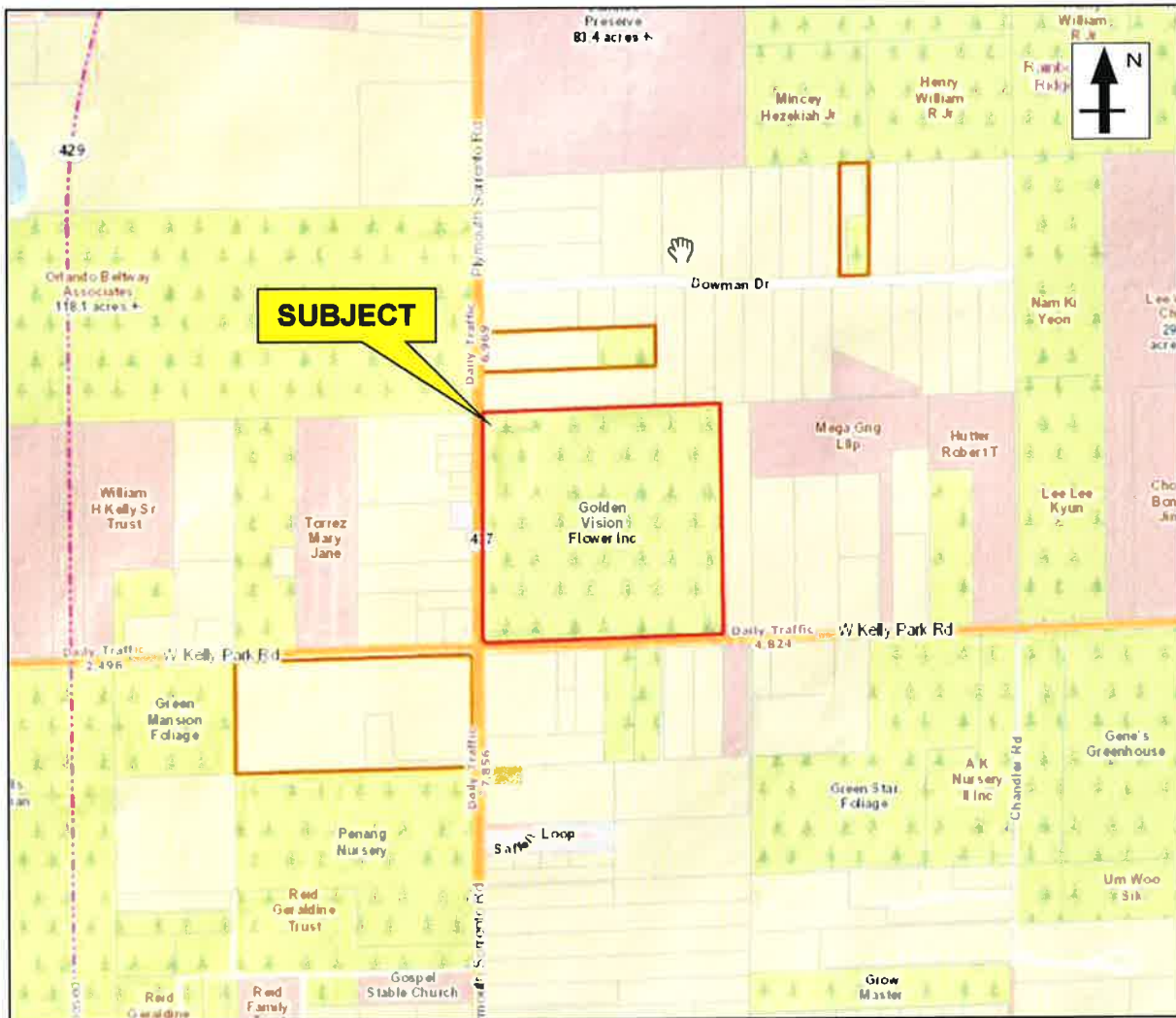


*Approximate Representation
Source: Google Maps*

PARCEL NO.: 232
OWNER: MEGA GNG, LLLP
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: UNINCORPORATED/ORANGE

13

TAX MAP

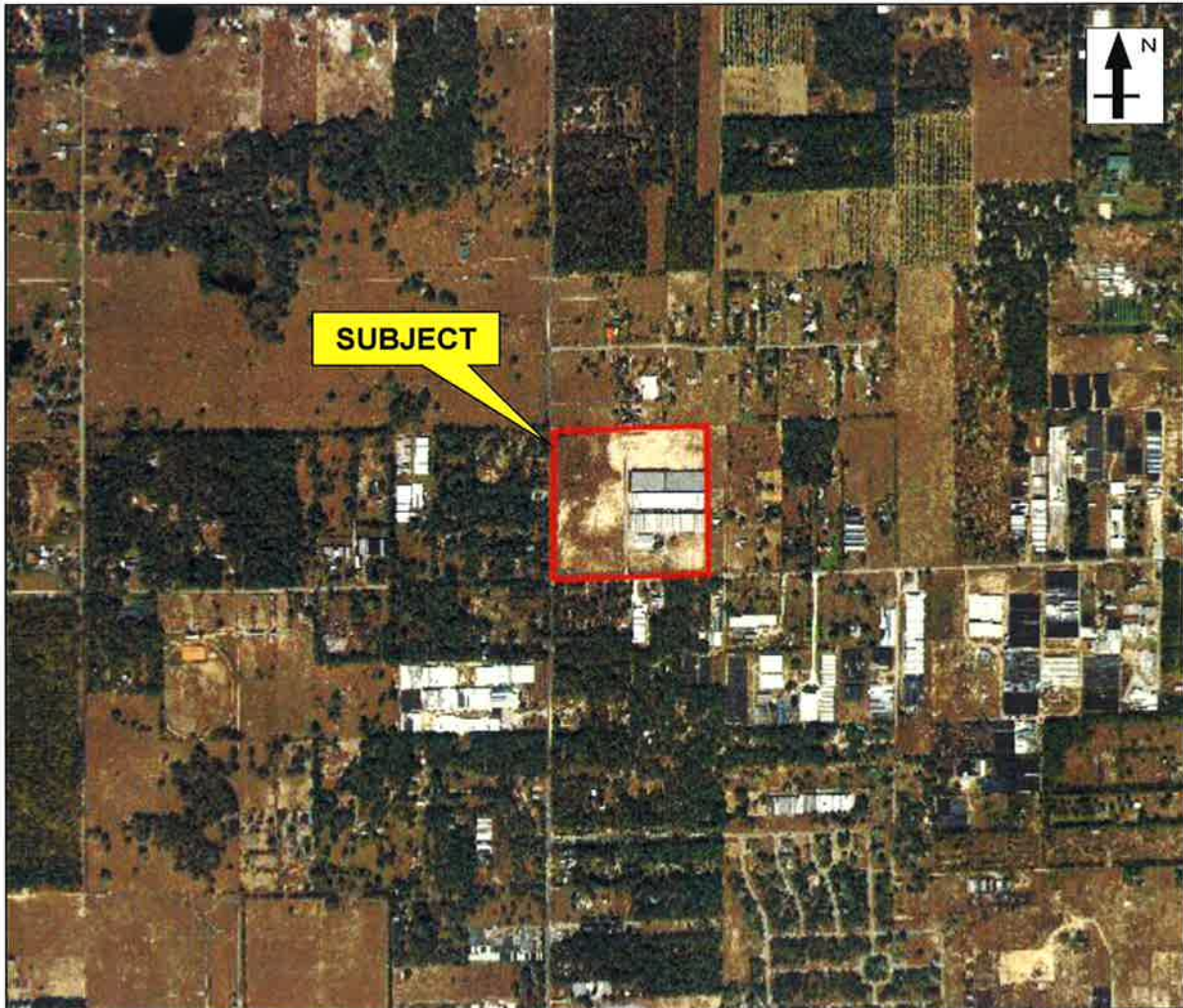


*Approximate Representation
Source: Orange County Property Appraiser*

PARCEL NO.: 232
OWNER: MEGA GNG, LLLP
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: UNINCORPORATED/ORANGE

14

AERIAL PHOTOGRAPH



Approximate Representation
Source: Orange County Property Appraiser

PARCEL NO.: 232
OWNER: MEGA GNG, LLLP
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: UNINCORPORATED/ORANGE

15

SUBJECT PHOTOGRAPHS



View of the southeast area of the parent tract facing northeast from West Kelly Park Rd



View of the central area of the parent tract, facing north from West Kelly Park Rd

PARCEL NO.: 232
OWNER: MEGA GNG, LLLP
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: UNINCORPORATED/ORANGE

16

SUBJECT PHOTOGRAPHS (CONT.)



View of the central area of the parent tract, facing northeast from West Kelly Park Rd



View of the subject commercial sign on the south border of the parent tract

PARCEL NO.: 232
OWNER: MEGA GNG, LLLP
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: UNINCORPORATED/ORANGE

17

SUBJECT PHOTOGRAPHS (CONT.)



View of the southwest corner of the parent tract and the area of taking



View of the southern border of the parent tract and the area of taking

PARCEL NO.: 232
OWNER: MEGA GNG, LLLP
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: UNINCORPORATED/ORANGE

18

SUBJECT PHOTOGRAPHS (CONT.)



View of West Kelly Park Rd, looking east. Subject parent tract is on the left side.



View of West Kelly Park Rd, looking west. Subject parent tract is on the right side.

PARCEL NO.: 232
OWNER: MEGA GNG, LLLP
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: UNINCORPORATED/ORANGE

19

SUBJECT PHOTOGRAPHS (CONT.)

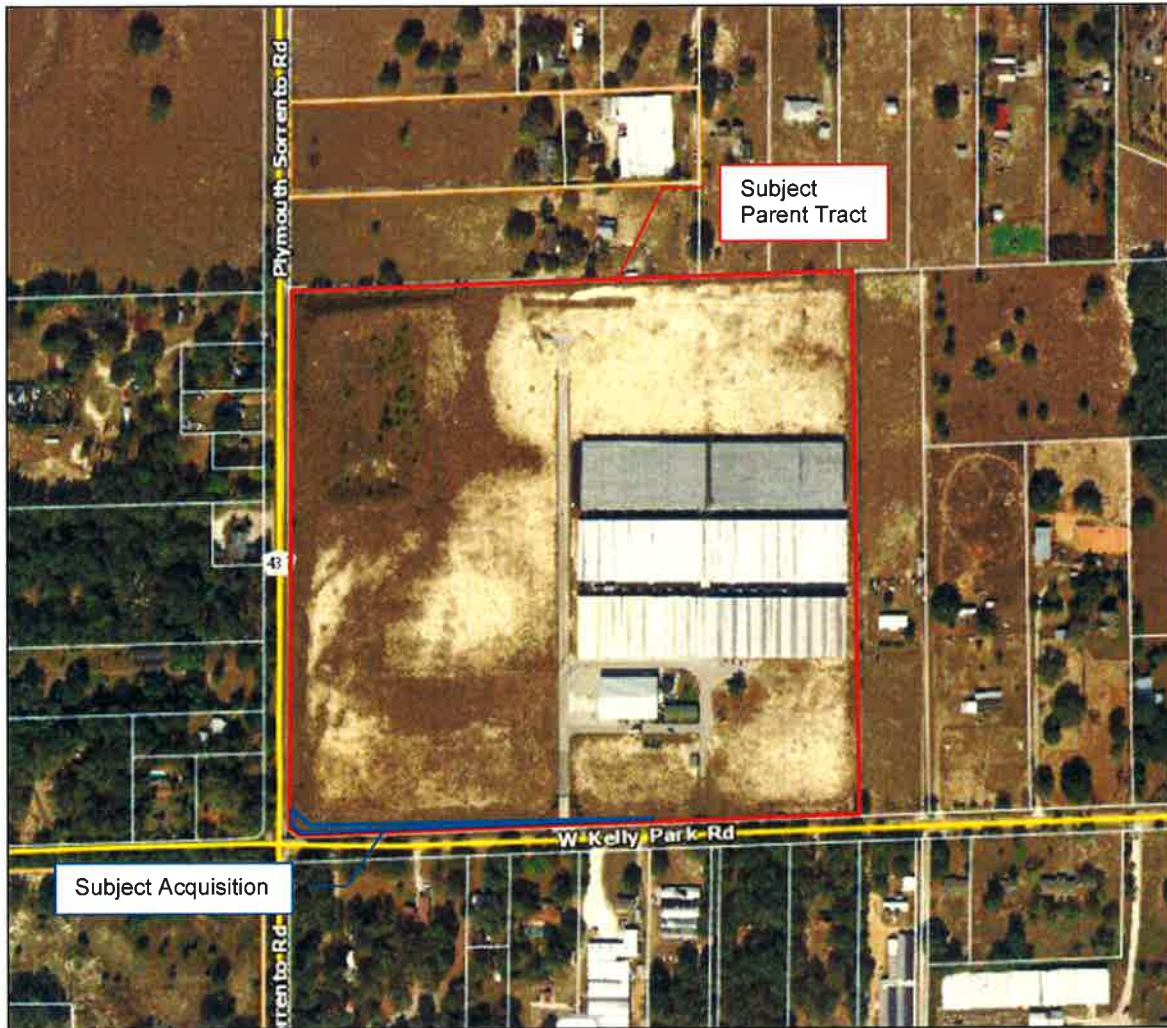


View of Plymouth Sorrento Rd, looking north. Subject parent tract is on the right side.

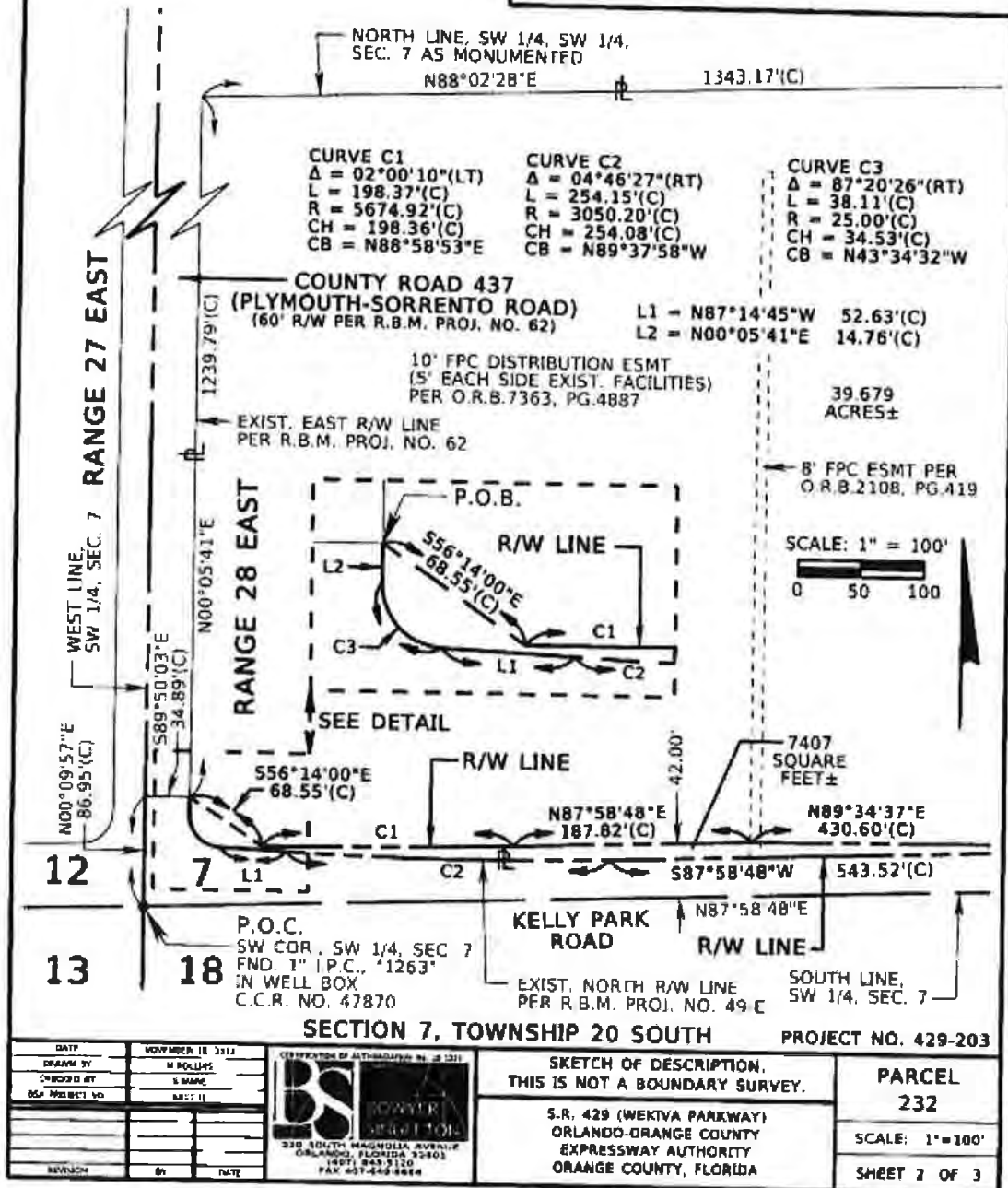
PARCEL NO.: 232
OWNER: MEGA GNG, LLLP
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: UNINCORPORATED/ORANGE

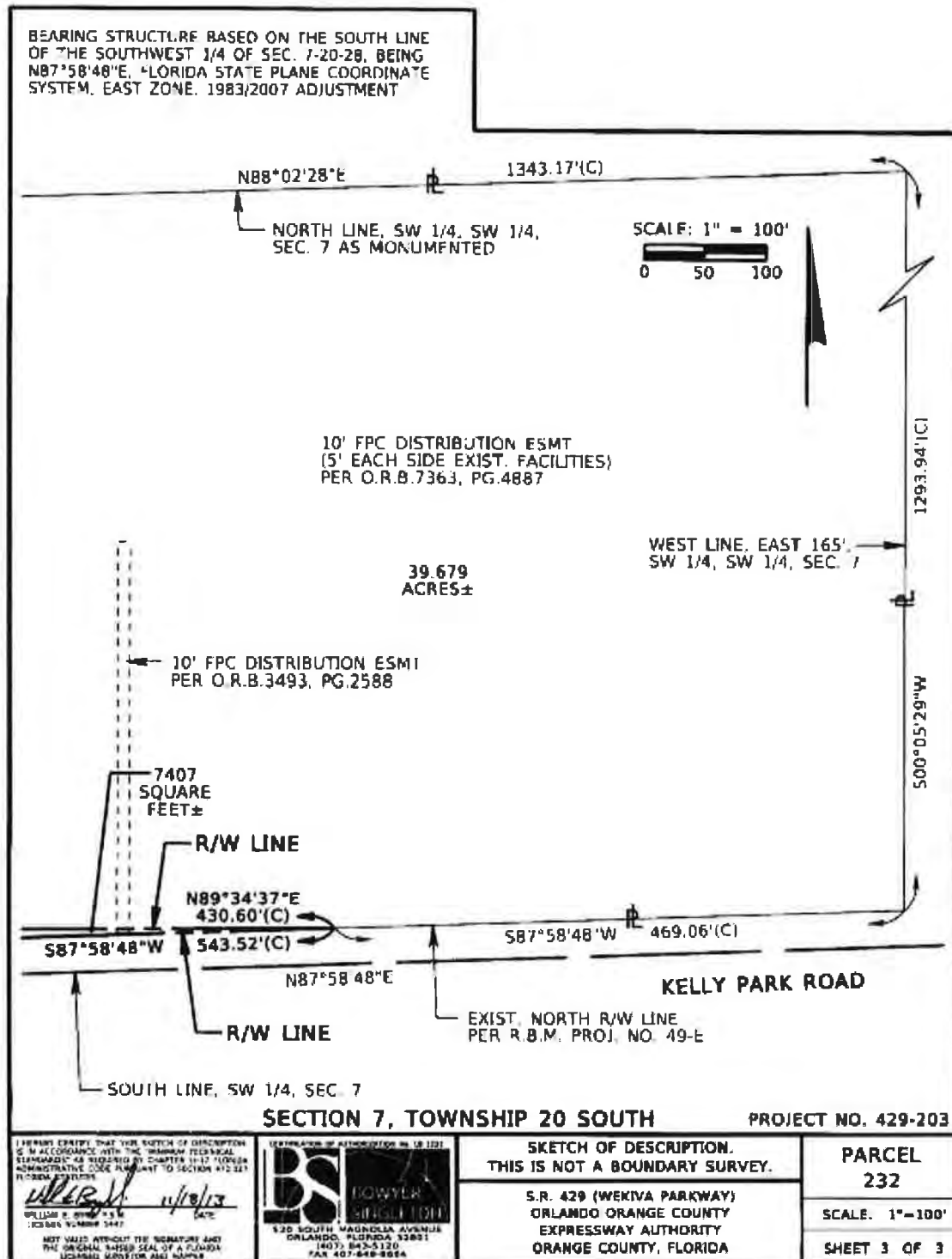
62

AERIAL PHOTO (ACQUISITION)

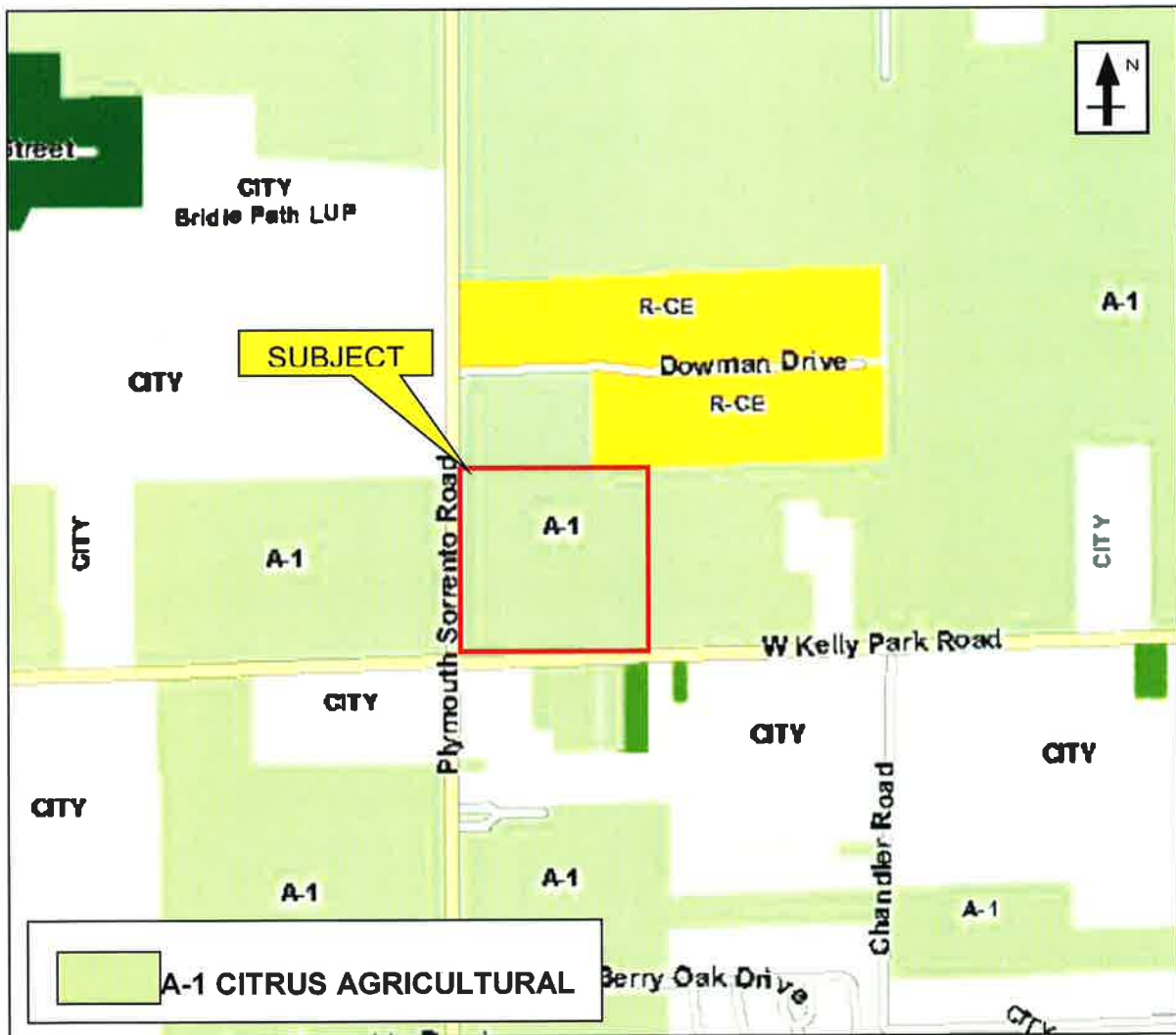


BEARING STRUCTURE BASED ON THE SOUTH LINE
OF THE SOUTHWEST 1/4 OF SEC. 7-20-28, BEING
N87°58'48"E, FLORIDA STATE PLANE COORDINATE
SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



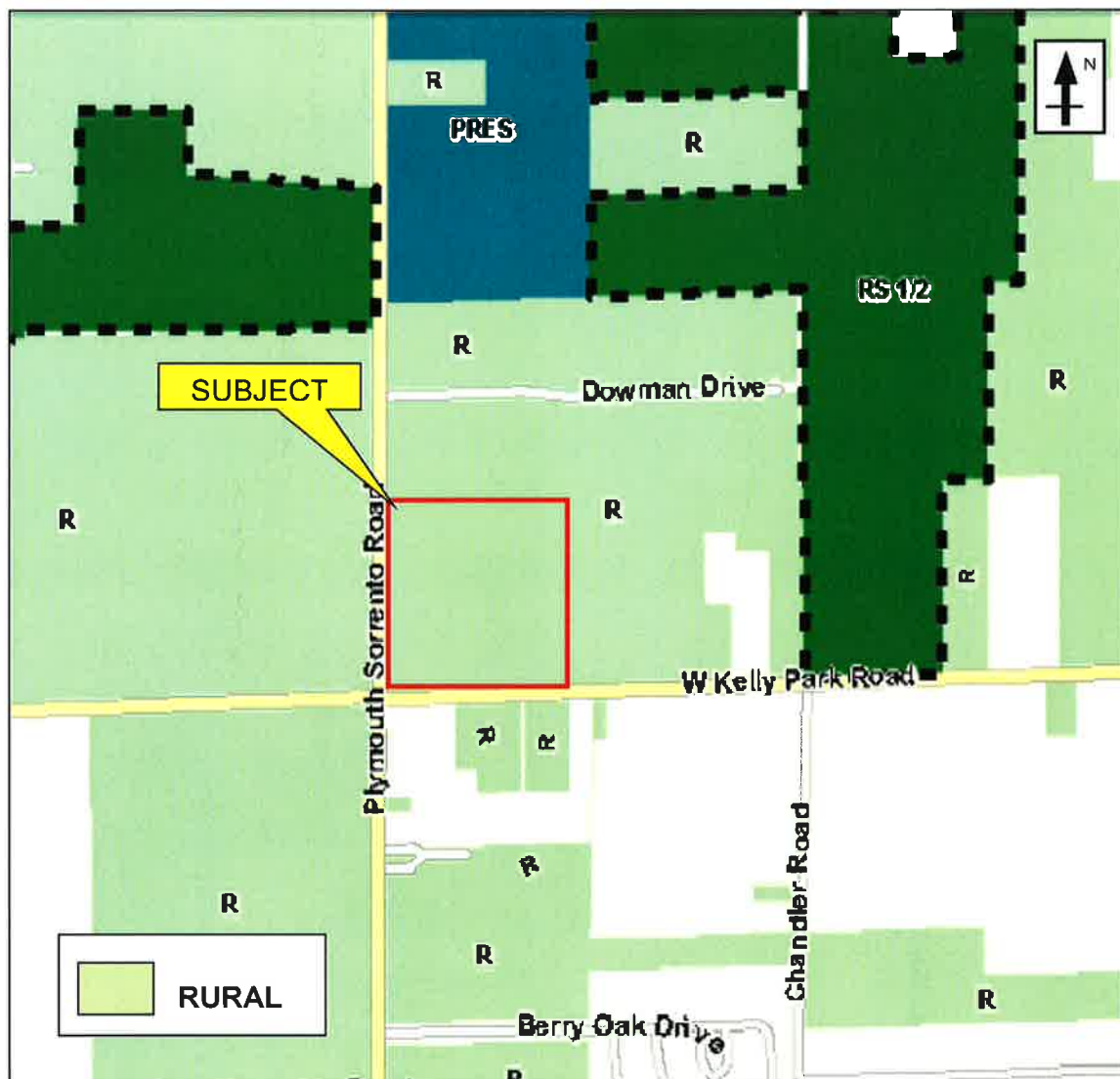


ZONING MAP

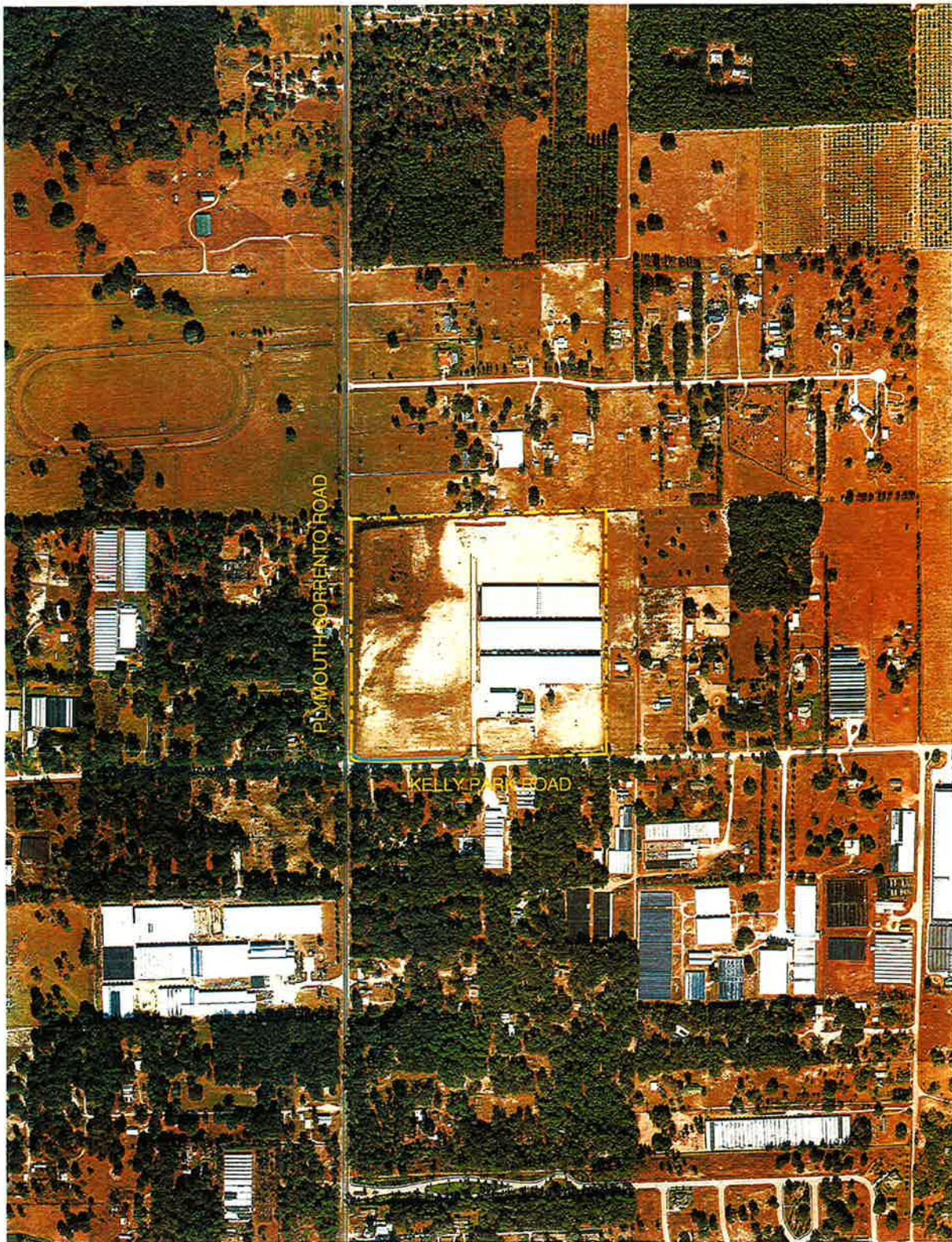


Approximate Representation
 Source: Orange County INFO Maps

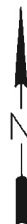
FUTURE LAND USE MAP



Approximate Representation
Source: Orange County INFO Maps



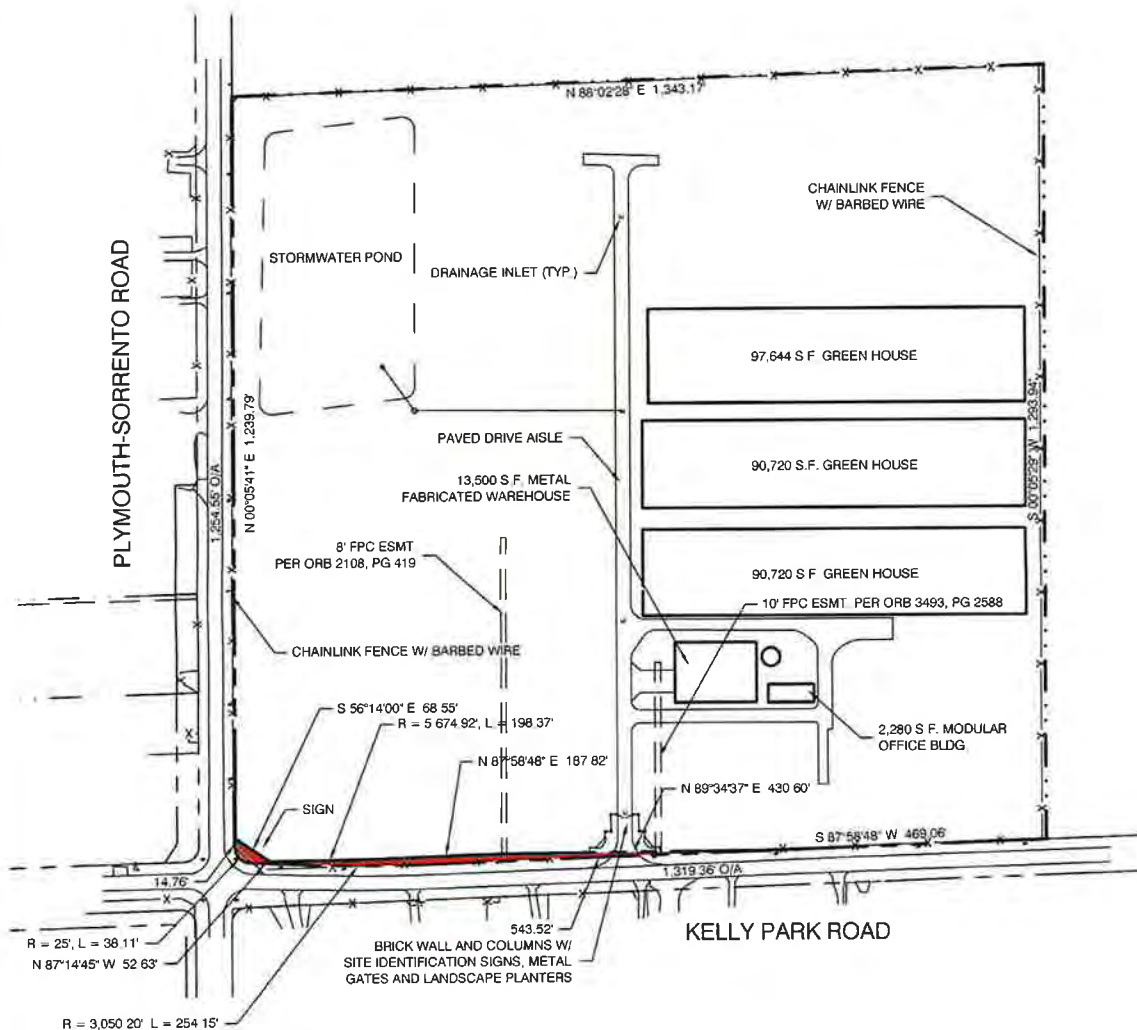
BEFORE ACQUISITION
WEKIVA PARKWAY
MEGA GNG, LLLP
PARCEL 232



SCALE: 1"=500'

LMA
Landon, Moree & Associates, Inc.
Civil & Environmental Engineers - Planners - Surveyors
31622 U.S. 19 North Palm Harbor, Florida 34684
Phone: (727) 789-5010, Fax: (727) 787-4384
Toll Free: (800) 262-7960, WWW.LMAENGR.COM

LMA JOB: 663-01 232



BEFORE ACQUISITION WEKIVA PARKWAY MEGA GNG, LLLP PARCEL 232



SCALE: 1"=200'

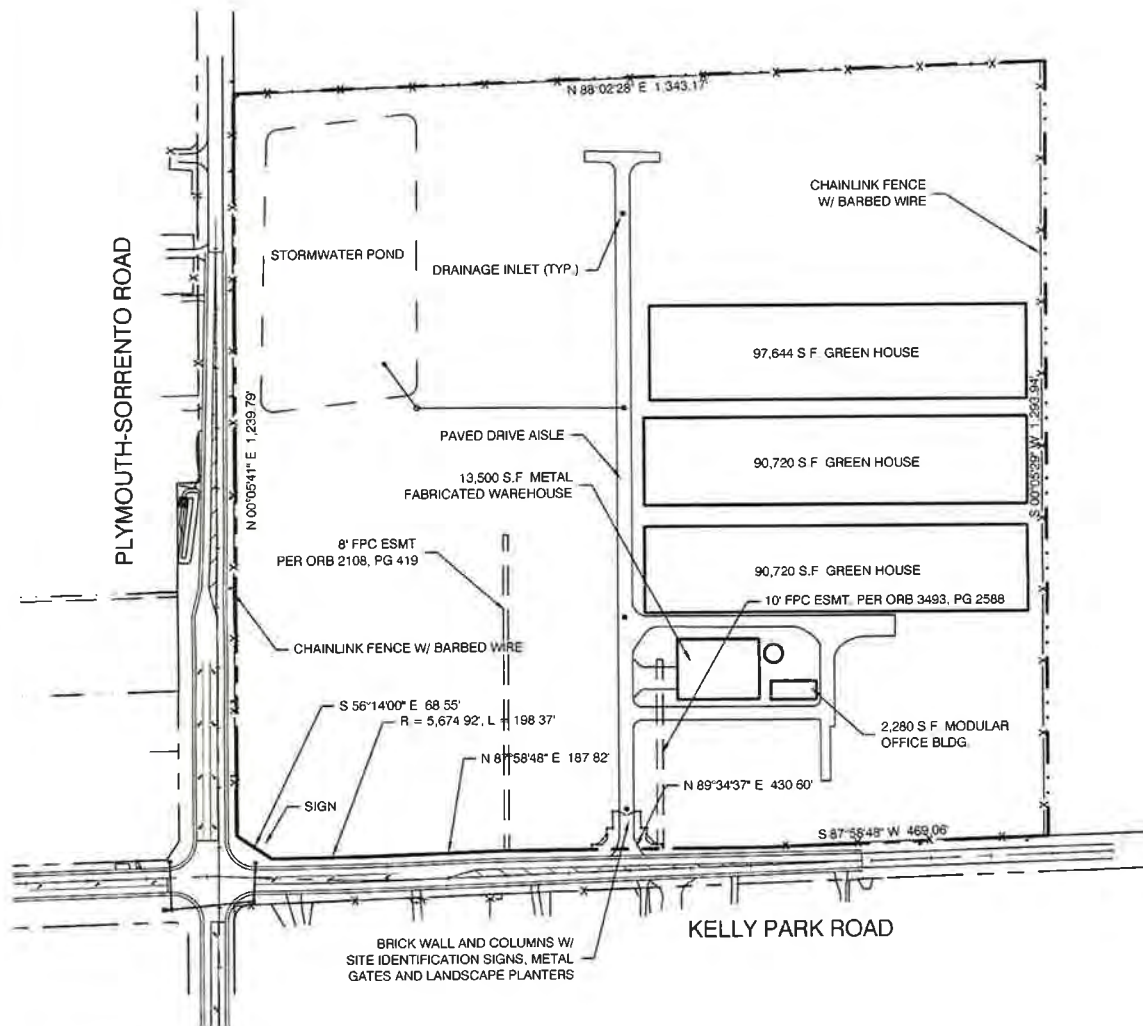
PARENT TRACT: 1,735,815 S.F./39.849 AC
PARCEL 232: 7,407 S.F./ 0.170 AC
REMAINDER: 1,728,408 S.F./39.679 AC

 PARCEL 232
RIGHT OF WAY (FEE SIMPLE)

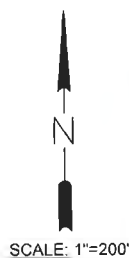
LMA
Landon, Moree & Associates, Inc.
Civil & Environmental Engineers - Planners - Surveyors

31622 U.S. 19 North Palm Harbor, Florida 34684
Phone: (727) 789-8010, Fax: (727) 787-4394
Toll Free: (800) 262-7960, WWW.LMAENGR.COM

LMA JOB: 663-01.232



AFTER ACQUISITION WEKIVA PARKWAY MEGA GNG, LLLP PARCEL 232



LMA
Landon, Moree & Associates, Inc.
Civil & Environmental Engineers - Planners - Surveyors
31622 U.S. 19 North Palm Harbor, Florida 34684
Phone: (727) 789-5010, Fax: (727) 787-4394
Toll Free: (800) 262-7960, WWW.LMAENGR.Com

LMA JOB: 663-01.232


CONSENT AGENDA ITEM

#22

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: April 27, 2015

RE: *Central Florida Expressway Authority v. Gracie J. Gillis*
Case No. 2014-CA-003590-O, Project: 429-203, Parcel 229
Owner: Gracie J Gillis
Location: 5012 Plymouth Sorrento Road, Apopka, FL 32712
Size of Land: Before: 0.7229 gross and net acres
Taken: 0.0828 acres (3,611 sf)
Remainder: 0.64 gross and net acres

DESCRIPTION OF PARCEL 229

The 0.7229-acre parent tract is improved with a manufactured home containing 872± square feet, built in 1970. The parent tract is rectangular in shape with approximately 100 feet of frontage along the west side of Plymouth Sorrento Road. Primary access is available from the west side of Plymouth Sorrento Road. Additionally, there are some attached porches, carports, as well as an outside storage. The improvements are in poor condition. The property is zoned A-1, Citrus Rural Agricultural District, by Orange County, and has a future land use of R, Rural, by Orange County.

The taking consists of a 36-foot wide strip along the 100-foot frontage on Plymouth Sorrento Road. The strip taking is to widen Plymouth Sorrento Road in front of the Subject Property to include a southbound left turn lane and a southbound right turn lane. The improvements in the taking including a gravel driveway, chain-link fencing, gate, a PVC entrance feature, light, irrigation, post, and oak tree, a pine tree, hedges, sod, landscaping, and create myrtles.

Mr. Carpenter estimated the market value of Parcel 229 as of July 10, 2014 as follows:

Land	\$10,835
Improvements	\$11,725
Cost to Cure	<u>\$ 4,435</u>
Total Parcel 229	\$26,995

Mr. Carpenter concluded that the highest and best use as vacant of the parent tract is currently for residential use, with a reasonable probable use to hold until the demand for future neighborhood commercial development permits. Also, Mr. Carpenter opined that there is a

Project: 429-203, Parcel 229
Owner: Gracie Gillis

possibility for annexation into the city of Apopka. "As improved," Mr. Carpenter concluded that the highest and best use of the parent tract in the short-term is continued residential use, with a reasonable probable use to hold until demand for future neighborhood commercial development permits. He also noted that there is a possibility for annexation into the city of Apopka. Accordingly, Mr. Carpenter valued the parent tract at \$130,680 per acre or \$3.00 per square foot based upon comparable sales on Plymouth Sorrento Road within the city of Apopka.

Regarding severance damages, Mr. Carpenter concluded that the remainder has not been damaged as a result of the taking, given that the remainder has adequate frontage, size, configuration, distance, accessibility and maneuverability. Nevertheless, Mr. Carpenter included a minor cost to cure to restore certain items on the remainder property.

In response, the Expressway Authority has not received an appraisal report from the property owner, but the parties have mediated and the parties reached a settlement of an additional \$30,000 to the property owner for full compensation of \$56,995 plus \$15,000 for all attorney fees, expert fees, and costs. The Right of Way Committee approved this recommendation.

REQUEST

We respectfully request the Board approve a full settlement of all claims in the amount of \$56,995 for full compensation plus \$15,000 for all attorney's fees, expert fees, and costs.

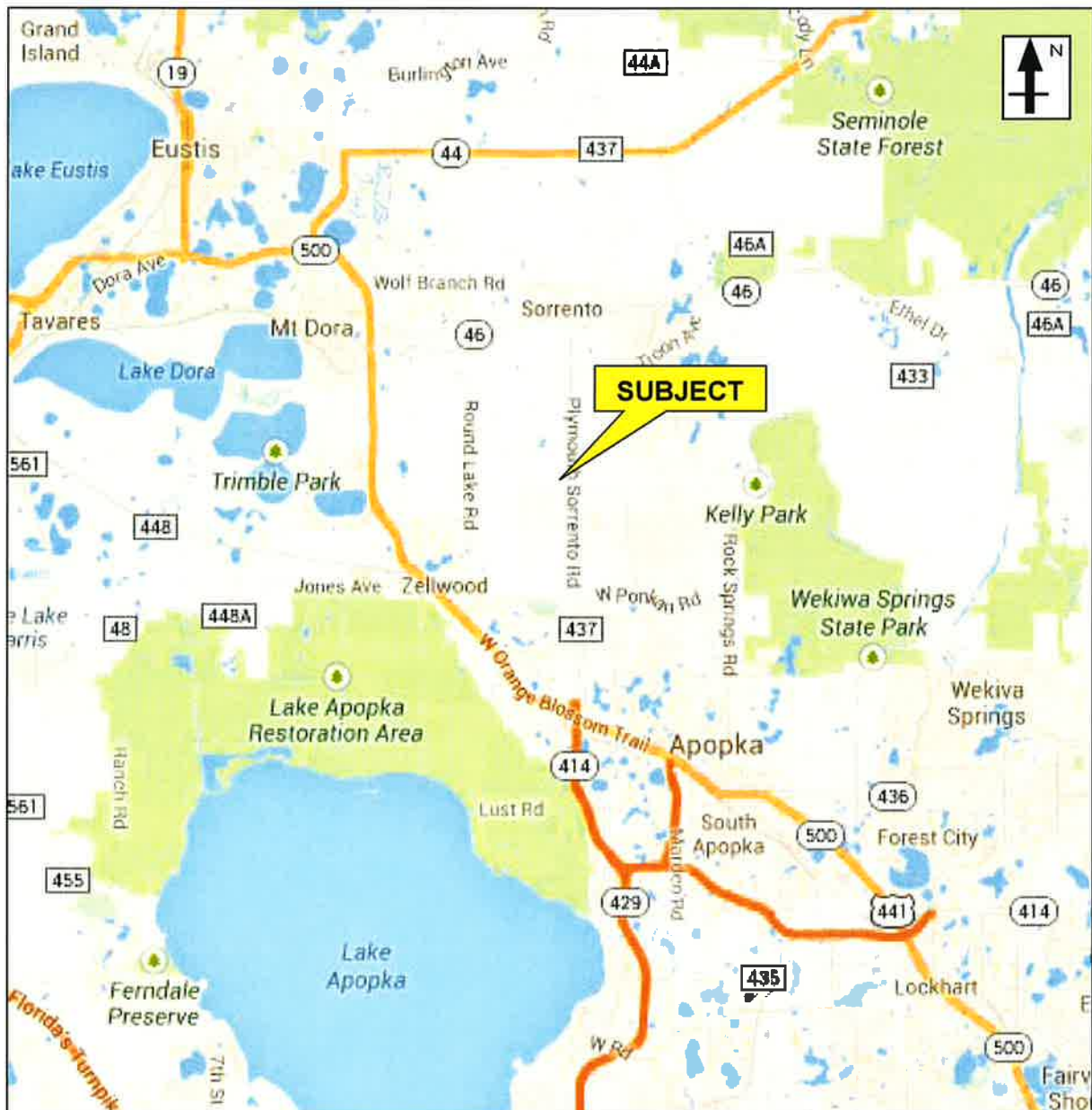
ATTACHMENTS

Excerpt of Appraisal Report

PARCEL NO.: 229
OWNER: GILLIS
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

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LOCATION MAP



*Approximate Representation
Source: Google Maps*

PARCEL NO.: 229
OWNER: GILLIS
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

13

TAX MAP



Approximate Representation
Source: Orange County INFO Maps

PARCEL NO.: 229
OWNER: GILLIS
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

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View of the north elevation of the subject improvements.



View of the subject well located in close proximity to the taking.

PARCEL NO.: 229
OWNER: GILLIS
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

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View of the rear of the parent tract looking northeast from the subject property's approximate southwest corner.



View of the rear of the subject improvements looking southeast.

PARCEL NO.: 229
OWNER: GILLIS
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

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View of the taking looking north from the subject property's approximate southeast corner. Plymouth Sorrento Road is located on the right side of the photograph and the subject property is located on the left.



View of the taking parcel looking south from the subject property's approximate northeast corner. Plymouth Sorrento Road is located on the left side of the photograph and the subject property is located on the right.

PARCEL NO.: 229
OWNER: GILLIS
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

22



View of the subject property's driveway entrance looking west from Plymouth Sorrento Road.



View of the subject property looking southwest from Plymouth Sorrento Road.

PARCEL NO.: 229
OWNER: GILLIS
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

23



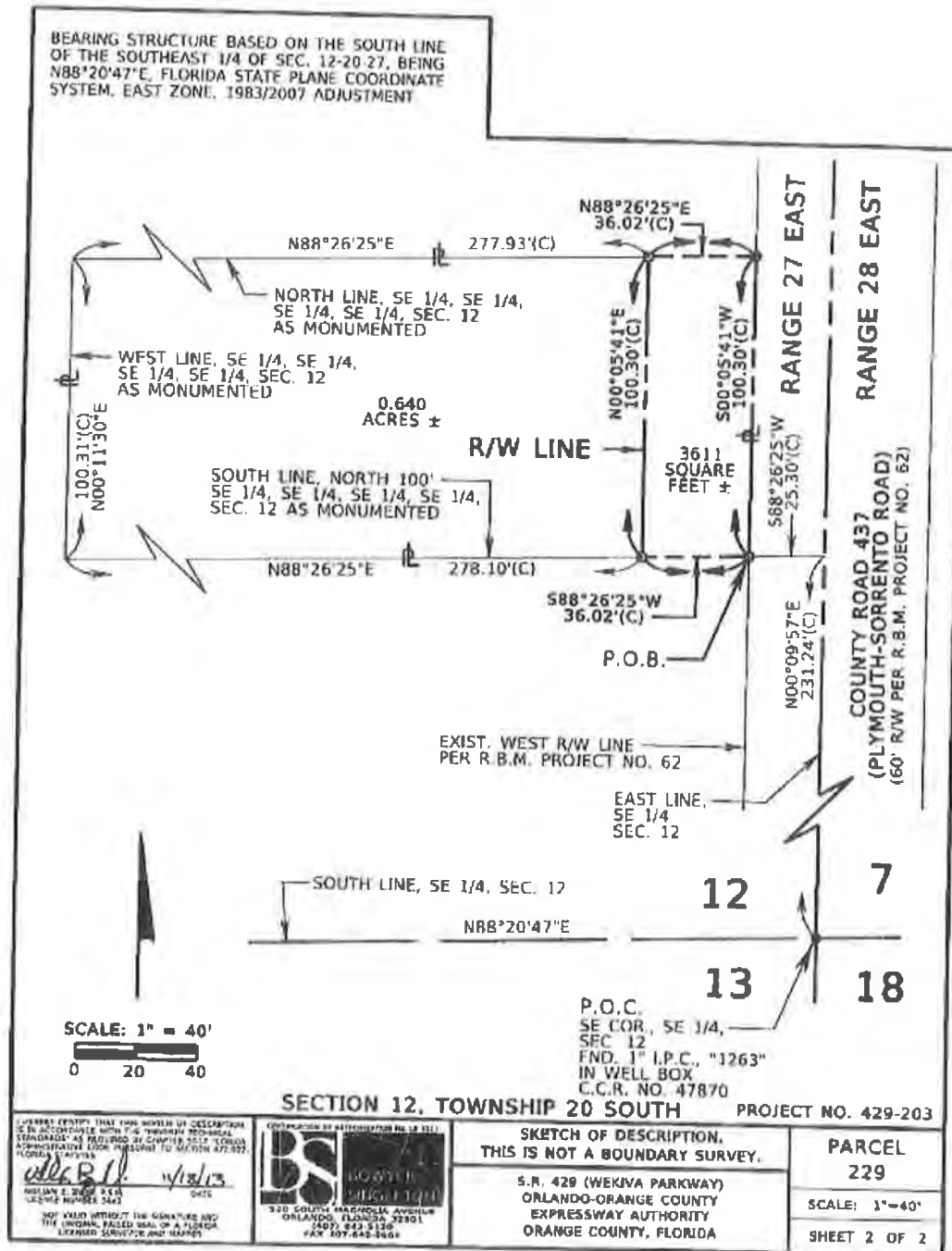
View of Plymouth Sorrento Road looking north from the subject property's approximate southeast corner. The subject property is located on the left side of the photograph.



View of Plymouth Sorrento Road looking south towards Kelly Park Road. The subject property is located on the right side of the photograph.

PARCEL NO.: 229
OWNER: GILLIS
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

SKETCH





PARCEL 229

Gillis

Aerial Site Map



PARCEL 229



1:40

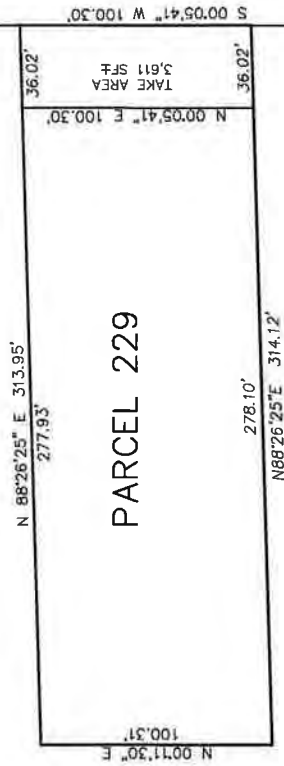


DONALD W. MCINTOSH
ASSOCIATES, INC.

Map is Unaudited & Not for Construction Purposes Only

NOTE: ORANGE COUNTY AERIAL OBTAINED IN DIGITAL
FORMAT FROM THE ORANGE COUNTY PROPERTY
APPRAISER EFFECTIVE JANUARY 2013.

Information on this sketch was compiled from Construction Drawings by Boyer Singleton & Associates, Inc. for the Wekiva Parkway 429-203, 90% Design, dated October 2013; Draft Sketch of Description by Boyer Singleton & Associates, Inc., dated and certified 11/18/13. The information provided hereon was produced without benefit of survey. As the project is finalized, more current data may affect the content herein.



PLYMOUTH SORRENTO RD

KELLY PARK RD

SIGNALIZED INTERSECTION



DONALD W. MCINTOSH
ASSOCIATES, INC.

Parcel No. 229

Gillis

Before Taking

Information on this sketch was compiled from Construction Drawings by Boyer Singleton & Associates, Inc. for the Wekiva Parkway 429-203, 90% Design, dated October 2013; Draft Sketch of Description by Boyer Singleton & Associates, Inc., dated and certified 11/18/13. The information provided hereon was produced without benefit of survey. As the project is finalized, more current data may affect the content herein.

N 88°26'25" E 277.93'

PARCEL 229
REMAINDER
0.640 AC

N 88°26'25" E 278.10'

N 00°05'41" E 100.30'

N 00°11'30" E 100.31'

PLYMOUTH SORENTINO RD

KELLY PARK RD

SIGNALIZED INTERSECTION



DONALD W. MCINTOSH
ASSOCIATES, INC.

Parcel No. 229

Gillis

After Taking


CONSENT AGENDA ITEM

#23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: April 27, 2015

RE: *Central Florida Expressway Authority v. VIP Properties, LLC, et al.*
Case No. 2014-003698-O, Project: 429-203, Parcel 170
Owner: VIP Properties, LLC
Location: 3202 Phils Lane, North of Ponkan Road
Present Use: Office Building
Zoning: A-1, Citrus Rural District (Agricultural)
Size of Land Before: 10.138 acres; Amount Taken: 0.454; Remainder: 9.684 acres

INTRODUCTION

Section 73.032 of the Florida Statutes allows a condemning authority to serve an offer of judgment in an eminent domain case. The purpose of the offer is to shift liability for expert fees and costs. If the judgment obtained is equal to or less than the offer of judgment, the trial court is prohibited from awarding costs incurred by the property owner after the date the offer of judgment was rejected. If the judgment obtained is greater than the offer of judgment, the offer does not limit expert fees and costs.

To be effective, an offer of judgment must be greater than the ultimate judgment or jury verdict, including interest through the date of the offer. Although the Expressway Authority does not have the owner's appraisal report, an offer of judgment would not be as effective in limiting costs if the Expressway Authority waited until after all of the expert reports were completed and associated costs incurred before serving an offer of judgment.

DESCRIPTION OF PARCEL 170

According to the appraisal report of David K. Hall, ASA, the parent tract is a 10.138-acre parcel that was formerly operated as a plant nursery and landscaping business. It was purchased at a foreclosure auction in November 2012 and since that time the majority of the nursery improvements have been demolished. The taking is an acquisition of Phils Lane, which is currently a 60-foot wide ingress/egress easement improved with a two-lane, asphalt paved road. The west half of Phils Lane is on this parcel.

Mr. Hall appraised Parcel 170, with a highest and best use as vacant of rural residential. Since the 1,680 square-foot office building and perimeter fencing/gate were not affected by the

Project: 429-203, Parcel 170
Owner: VIP Properties, LLC

taking, only the land and affected improvement were valued. He appraised the land and improvements as follows:

Land (.454 acres x \$30,000)	\$13,700
Cost to Cure	<u>\$ 2,600</u>
Total	\$16,300

The adjusted comparable sales ranged from \$22,874 to \$30,021 per acre, with an estimated value of \$30,000 per acre. The cost to cure to reestablish a fire standpipe was estimated by Speer Construction.

In a letter, Tom Callan, the owner's attorney, indicated that he had retained Richard Dreggors to appraise the property, but he has not provided the Authority with an appraisal report. In other appraisal reports, Mr. Dreggors valued property in the area, including Parcels 177, 180, 186, 188, 189, and 190 at \$75,000 per acre, with comparable sales ranging from roughly \$66,000 to \$159,000 per acre.

REQUEST

We respectfully request the Board approve the Right of Way Committee's recommendation to tender an offer of judgment in the amount of \$20,001.

ATTACHMENTS

Excerpt of Appraisal Report

Parcel No. 170
Wekiva Parkway
Orange County, Florida
Our Project Number 12-05

120 SUMMARY OF SALIENT FACTS AND CONCLUSIONS

OWNER OF RECORD:	VIP Properties LLC
OWNER'S ADDRESS:	P.O. Box 5757 Winter Park, Florida 32793-5757
PROPERTY LOCATION:	3202 Phils Lane; west side of Phils Lane, approximately 1,320 feet north of Ponkan Road, Apopka, Orange County, Florida
INSPECTION DATE(S):	October 15, 2013, November 19, 2013, April 21, 2014, and August 14, 2014
ACCOMPANIED APPRAISER:	The property manager, Arman Rahvarian, was present at the scheduled inspection on October 15, 2013.
EXTENT OF INSPECTION:	The land and improvements were inspected from the interior and exterior of the site.
SIZE OF LAND:	
Before:	10.138 Acres
Taking:	<u>.454 Acres</u> (19,782 Square Feet)
Remainder:	9.684 Acres
DATE OF VALUE:	June 3, 2014
ZONING:	A-1, Citrus Rural District (Agricultural) (Orange County)
PRESENT USE:	Office building
HIGHEST AND BEST USE:	Vacant – Rural residential or agricultural development Improved – Continued plant nursery use
RIGHTS OR INTERESTS APPRAISED:	Market value of the fee simple interest for the part taken, plus damages to the remainder, if any.

**PHOTOGRAPHS OF SUBJECT
PARCEL 170**



1. LOOKING NORTH AT THE FRONTAGE ALONG
PHILS LANE (INGRESS/EGRESS EASEMENT)



2. LOOKING SOUTHWEST AT THE OFFICE BUILDING

**PHOTOGRAPHS OF SUBJECT
PARCEL 170**



3. LOOKING NORTHWEST AT THE PROPERTY



4. REAR VIEW OF THE OFFICE BUILDING

**PHOTOGRAPHS OF SUBJECT
PARCEL 170**



5. LOOKING SOUTH AT THE TAKING



6. LOOKING WEST AT THE FIRE DEPARTMENT STANDPIPE

Photographs Taken By:
David K. Hall
August 14, 2014

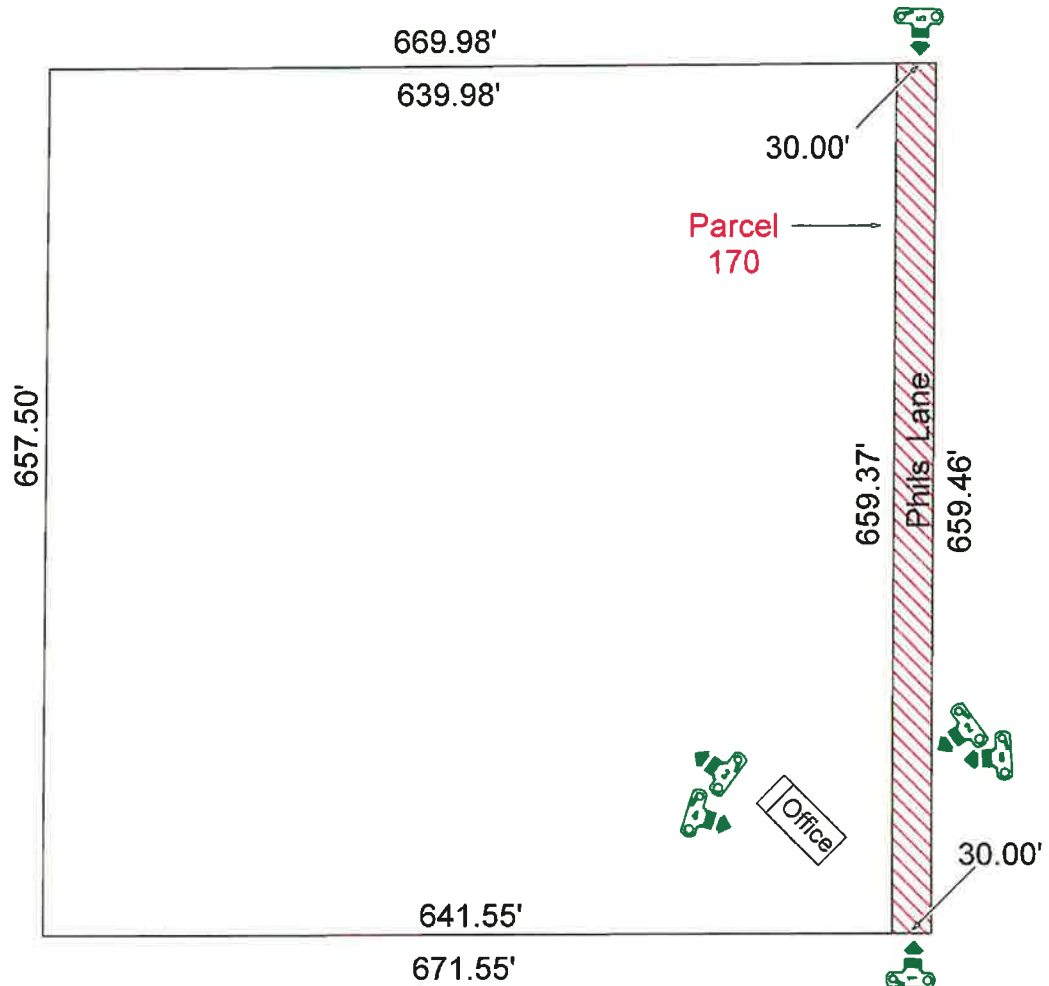


SIZE OF LAND:

Before: 10.138 Acres

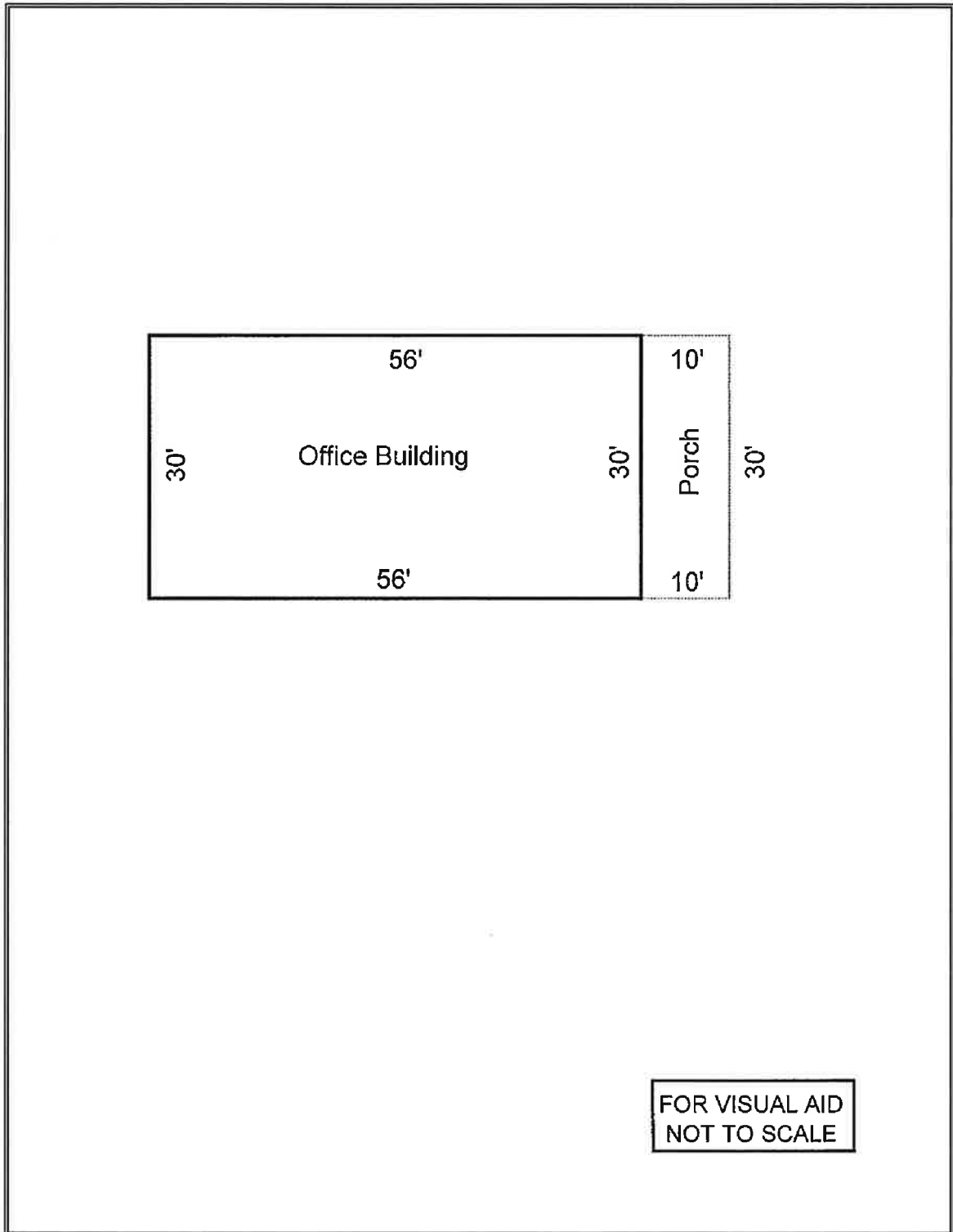
Taking: .454 Acres (19,782 Square Feet)

Remainder: 9.684 Acres



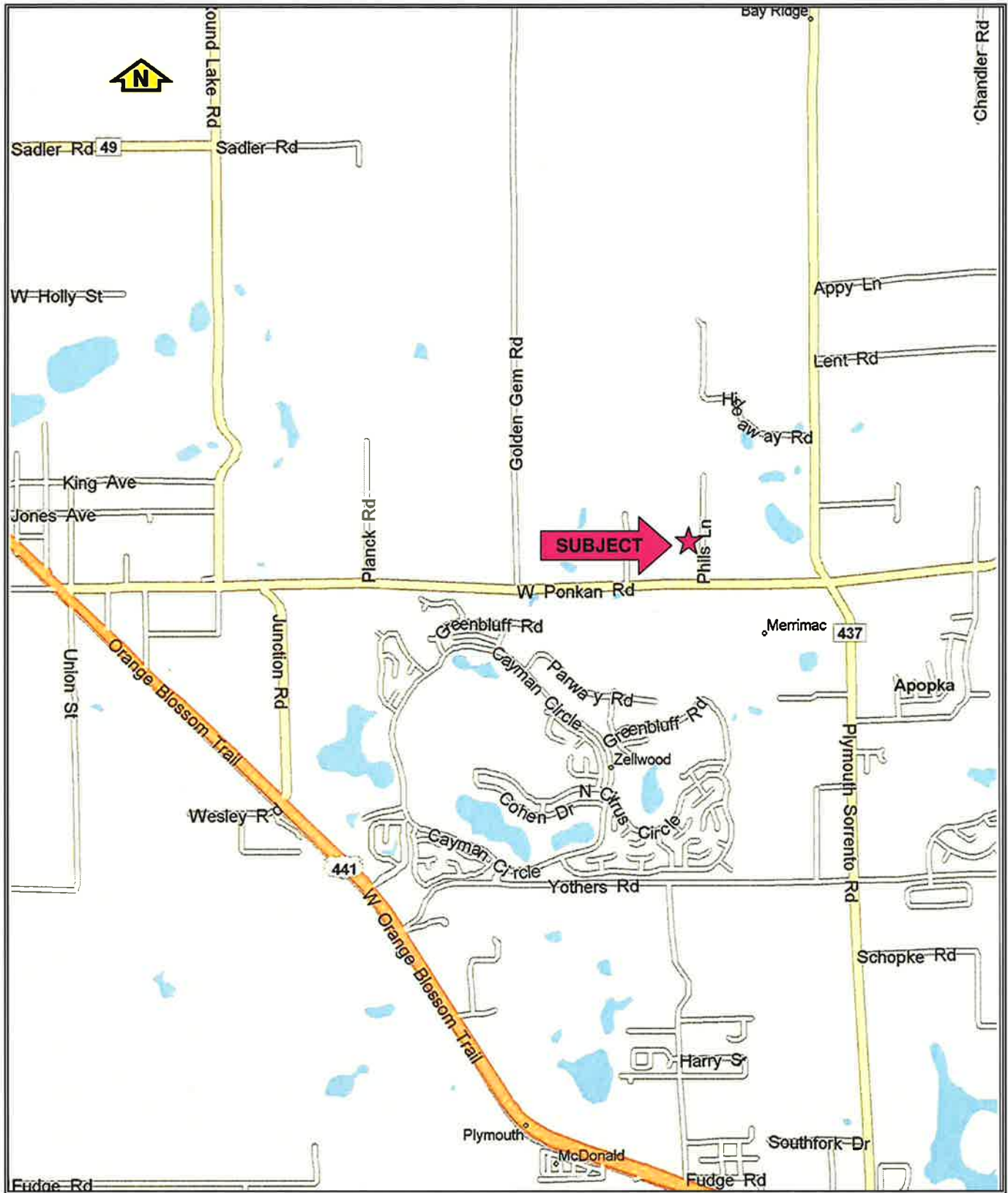
FOR VISUAL AID
NOT TO SCALE

**PARCEL SKETCH
PARCEL 170**



**BUILDING SKETCH
PARCEL 170**





**SUBJECT LOCATION MAP
PARCEL 170**

12/12/2012 3:34 PM Filed In The Office Of Lydia Gardner Clerk Circuit Court Orange Co FL

DOCN 20120688712 B: 10498 P: 5483
12/17/2012 08:27:47 AM Page 1 of 1
Rec Fee: \$0.00
Deed Doc Tax: \$852.78
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
ID - Ret To: CLERK OF COURT CIVIL


IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO: 2010-CA-023572-O

**BANK OF AMERICA, N.A.,
Plaintiff**

Vs.

**SOUTHERN LANDSCAPING & IRRIGATION SYSTEMS INC; A FLORIDA
CORPORATION, JEROME ZEBROWSKY, AN INDIVIDUAL, DEBRA L.
ZEBROWSKY, AN INDIVIDUAL AND UNKNOWN TENANT(S),
Defendant**

CERTIFICATE OF TITLE

The undersigned, clerk of the court certifies that he or she executed and filed a certificate of sale in this action on 11/30/2012, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

Sale Price: \$126,100.00

The following property in Orange County, Florida:

Parcel A:

The North 1/2 of the South 1/2 of the West 1/2 of the NW 1/4 of the SE 1/4 of Section 24, Township 20 South, Range 27 East, Orange County, Florida.

Parcel B:

The South 1/2 of the South 1/2 of the West 1/2 of the NW 1/4 of the SE 1/4 of Section 24, Township 20 South, Range 27 East, Orange County, Florida.

Together with a non-exclusive easement for ingress and egress and utilities over the East 30 feet of the East 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 24, Township 20 South, Range 27 East (less road right-of-way on the South)

Was sold to: **VIP PROPERTIES LLC**
PO BOX 6757, WINTER PARK, FL 32793

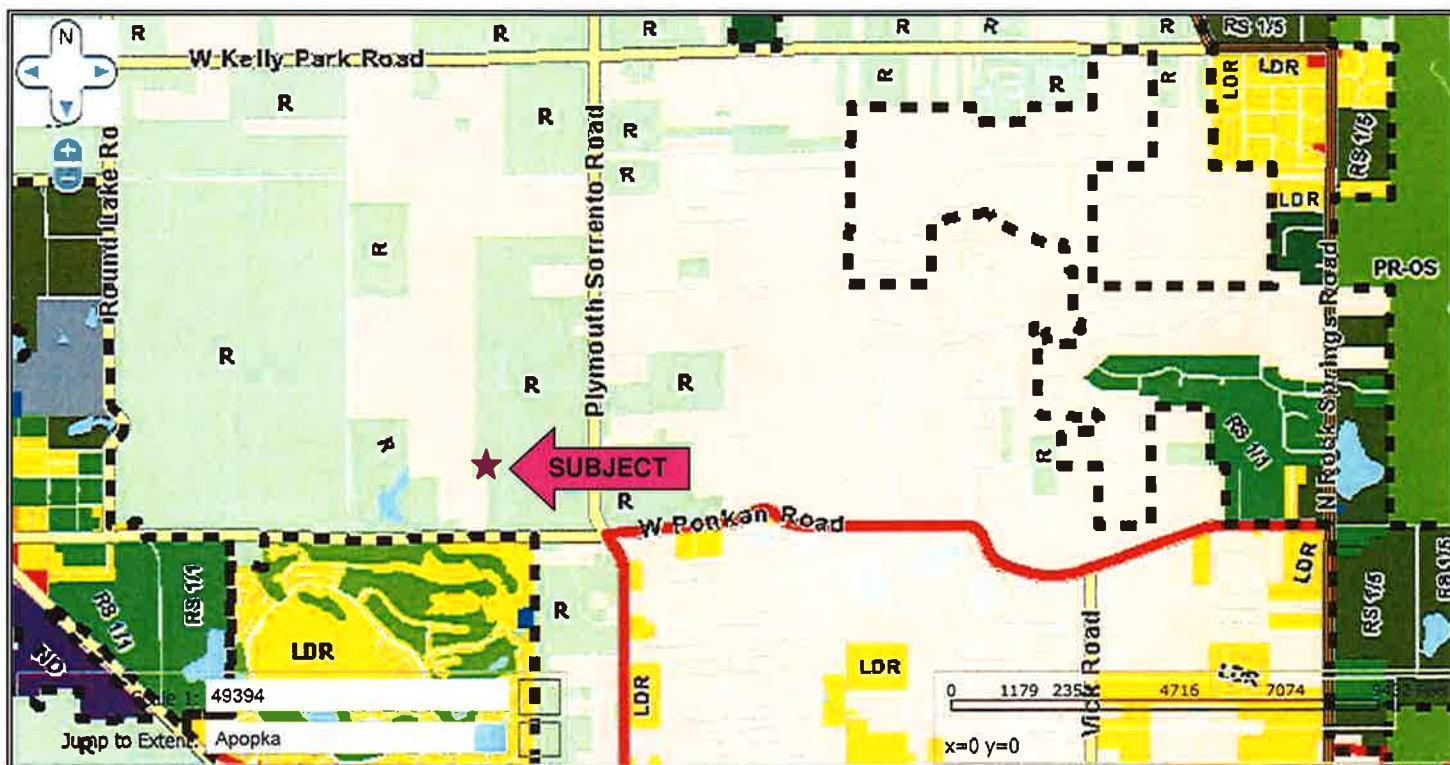
WITNESS my hand and the seal of the court on 12/12/2012.

LYDIA GARDNER
Clerk of the Circuit Court

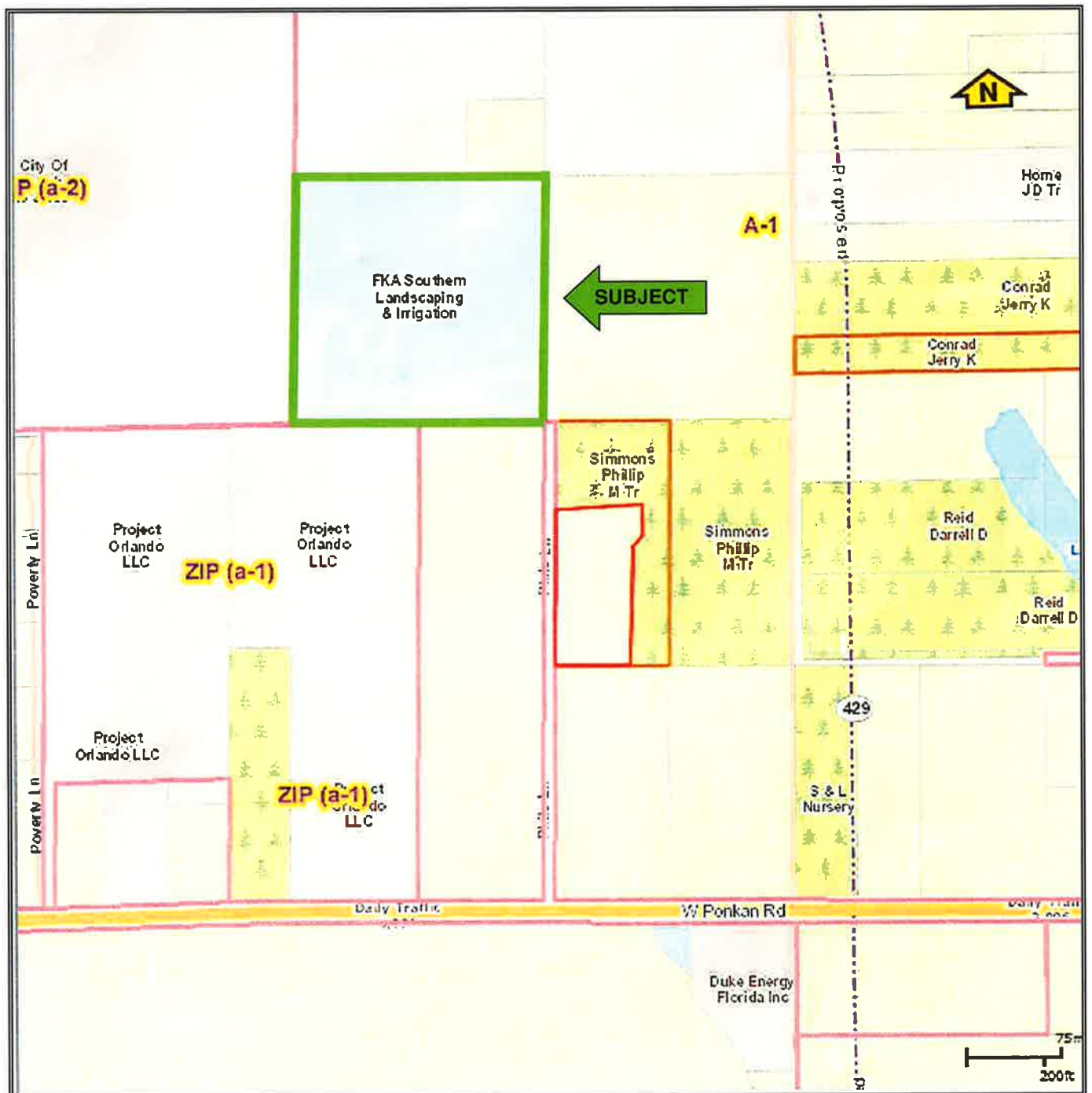
By: 
Deputy Clerk



**LAST INSTRUMENT OF CONVEYANCE
PARCEL 170**



FUTURE LAND USE MAP
PARCEL 170




CONSENT AGENDA ITEM

#24

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: April 27, 2015

RE: *Central Florida Expressway Authority v. Chin-Hsia Huang, Rong Tsai Wu, et al.*
Case No. 2014-CA-005261-O, Project: 429-203, Parcel 233
Owners: Chin-Hsia Huang and Rong Tsai Wu
Location: 5024 Plymouth Sorrento Road, Apopka, Florida, 32712
Size of Land: Before: 2.488± Gross & Net Acre
Taking: 0.137 acres (5,963± sf)
Remainder: 2.351± Gross & Net AC

INTRODUCTION

Section 73.032 of the Florida Statutes allows a condemning authority to serve an offer of judgment in an eminent domain case. The purpose of the offer is to shift liability for expert fees and costs. If the judgment obtained is equal to or less than the offer of judgment, the trial court is prohibited from awarding costs incurred by the property owner after the date the offer of judgment was rejected. If the judgment obtained is greater than the offer of judgment, the offer does not limit expert fees and costs.

To be effective, an offer of judgment must be greater than the ultimate judgment or jury verdict, including interest through the date of the offer. Although the Expressway Authority does not have the owner's appraisal report, an offer of judgment would not be as effective in limiting costs if the Expressway Authority waited until all of the expert reports were completed and associated costs incurred before serving an offer of judgment.

DESCRIPTION OF PARCEL 233

The parent tract is located along the west side of Plymouth Sorrento Road, north of West Kelly Park Road, in unincorporated Orange County, Florida. The parent tract contains 2.488± gross and net developable acres. Based on the upland acreage, the parent tract is irregular in shape with 165± feet of frontage along the west side of Plymouth Sorrento Road. Primary access is available from the west side of Plymouth Sorrento Road.

The parent tract was improved with two small manufactured buildings. The first building is a manufactured home containing 1,392± square feet built in 1973. The second building is a manufactured home containing 500± square feet built in 1973. The improvements were in very

Project: 429-203, Parcel 233
Owner: Chin-Hsia Huang, Rong Tsai Wu

poor condition. The property is zoned A-1, Citrus Rural Agricultural District, by Orange County, with a future land use of R, Rural, by Orange County.

Walter N. Carpenter, Jr., MAI, CRE, appraised Parcel 233. The highest and best use of the parent tract is currently for agricultural/residential use, with a reasonable probable use to hold until the demand for future neighborhood commercial development permits. Also, there is a possibility for annexation into the city of Apopka. Due to the fact that the existing manufactured homes are in dilapidated shape and abandoned, the short-term highest and best use, "as improved," would be to remove these structures. Additionally, it is a reasonable probable use to hold the property until demand for future neighborhood commercial development permits. Also, there is a possibility for annexation into the city of Apopka.

Based upon the comparable sales approach, Mr. Carpenter estimated a value for the parent tract at \$3.00 per square foot or \$130,680 per acre of land area which would consider the contributory value of site improvements. The value of the part taken is:

Land (5,963± sf @ \$3.00/sf) =	\$17,890
Improvements:	\$ 2,030
(231 lf chain link fence, gate)	
Total	\$19,920

According to Mr. Carpenter, the remainder has not been damaged as a result of the taking, as the remainder has adequate frontage, size, configuration, distance, accessibility, and maneuverability.

The cost to restore certain onsite items on the remainder property to insure continued use, marketability, security, utility, and/or maintain its highest and best use is the difference between the value contribution of the improvements acquired (depreciated value) and a cost new to re-establish on the remainder. Speer Construction estimated the total cost to cure to re-establish the items in the taking on the remainder property at \$4,590, less the contributory value already paid within the taking, for a net cost to cure of **\$3,020**.

The total estimated value of the acquisition of Parcel 233 is the sum of the following:

Land	\$ 17,890
Improvements	\$ 2,030
Damages	\$ 0
Cost to Cure	<u>\$ 3,020</u>
Total Value	\$ 22,940

In response, the property owners have not disclosed what they seek in full compensation from Expressway Authority.

Project: 429-203, Parcel 233
Owner: Chin-Hsia Huang, Rong Tsai Wu

REQUEST

We respectfully request the Board approve the Right of Way Committee's recommendation to tender an offer of judgment in the amount of **\$29,001**.

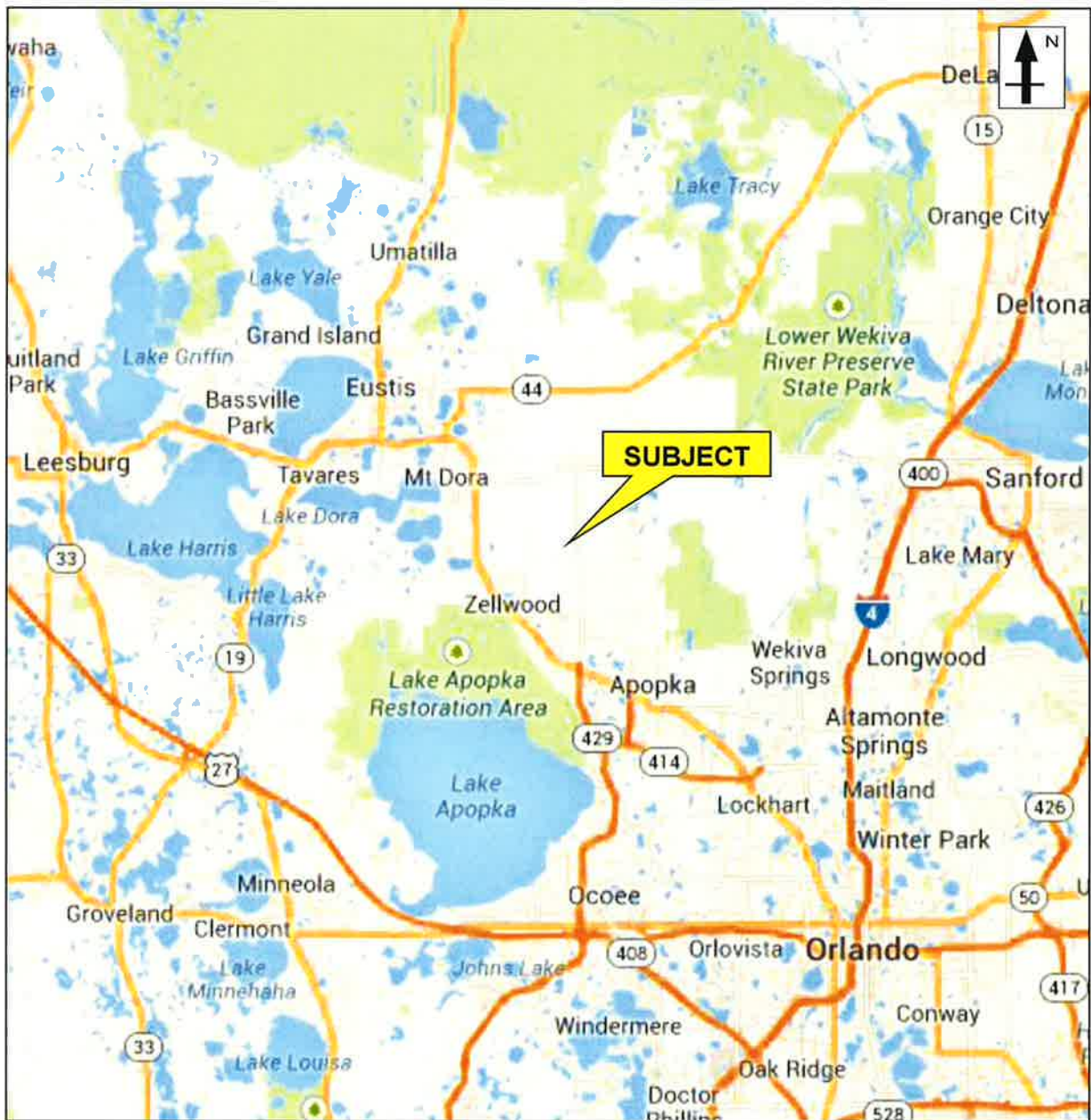
ATTACHMENTS

Excerpt of Appraisal Report

PARCEL NO.: 233
OWNER: HUANG AND WU
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

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AREA MAP



*Approximate Representation
Source: Google Maps*

12

A detailed map of the Apopka, Florida area. The map shows Lake Apopka, Lake Dora, and Lake Eustis. Major roads include US 500, SR 44, SR 46, and SR 414. A yellow callout box labeled 'SUBJECT' points to a location on Plymouth Sorrento Rd. Other landmarks include Seminole State Forest, Wekiwa Springs State Park, and various local parks and preserves. The map also shows the location of the subject relative to Apopka, Florida.

13-144
COPYRIGHT 2013, PINEL & CARPENTER, INC.

PARCEL NO.: 233
OWNER: HUANG AND WU
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

13

TAX MAP



Approximate Representation
Source: Orange County Property Appraiser

PARCEL NO.: 233
OWNER: HUANG AND WU
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

14

AERIAL PHOTOGRAPH



*Approximate Representation
Source: Orange County Property Appraiser*

PARCEL NO.: 233
OWNER: HUANG AND WU
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

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SUBJECT PHOTOGRAPHS



View of Plymouth Sorrento Road looking north from the subject property's approximate southeast corner. The subject property is located on the left side of the photograph.



View of Plymouth Sorrento Road looking south towards Kelly Park Road from the subject property's approximate northeast corner. The subject property is located on the right side of the photograph.

PARCEL NO.: 233
OWNER: HUANG AND WU
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

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View of Taking Parcel 233 looking south from the subject property's approximate northeast corner.



View of the parcel looking north from the parent tract's approximate southeast corner. Plymouth Sorrento Road is located on the right side of the photograph and the subject property is located on the left side of the photograph.

PARCEL NO.: 233
OWNER: HUANG AND WU
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

17



View of the parent tract looking northwest from the subject property's approximate southeast corner.

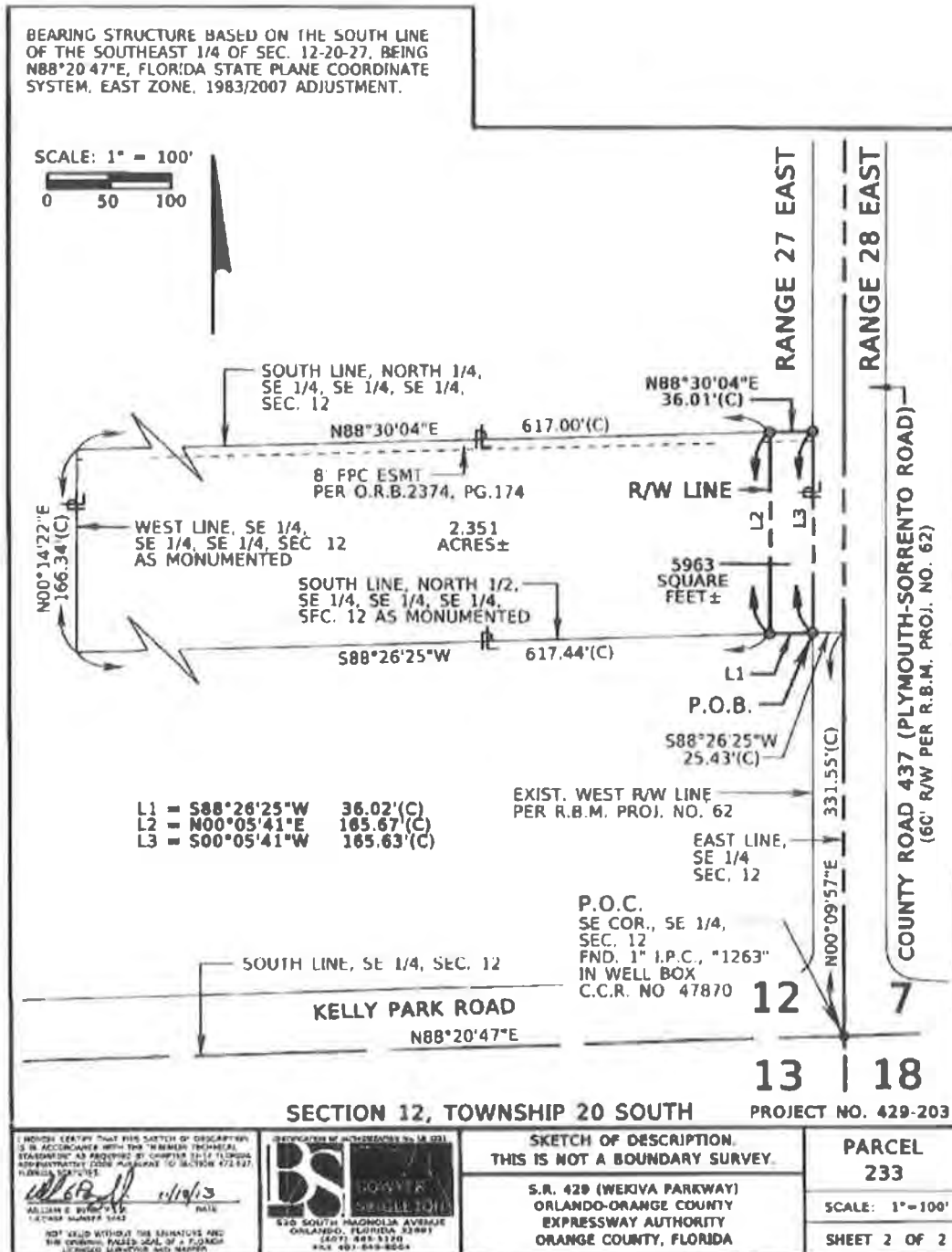


View of the driveway entrance to the subject property looking west from Plymouth Sorrento Road.

PARCEL NO.: 233
 OWNER: HUANG AND WU
 PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
 CITY/COUNTY: ORANGE

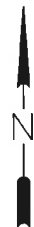
55

SKETCH





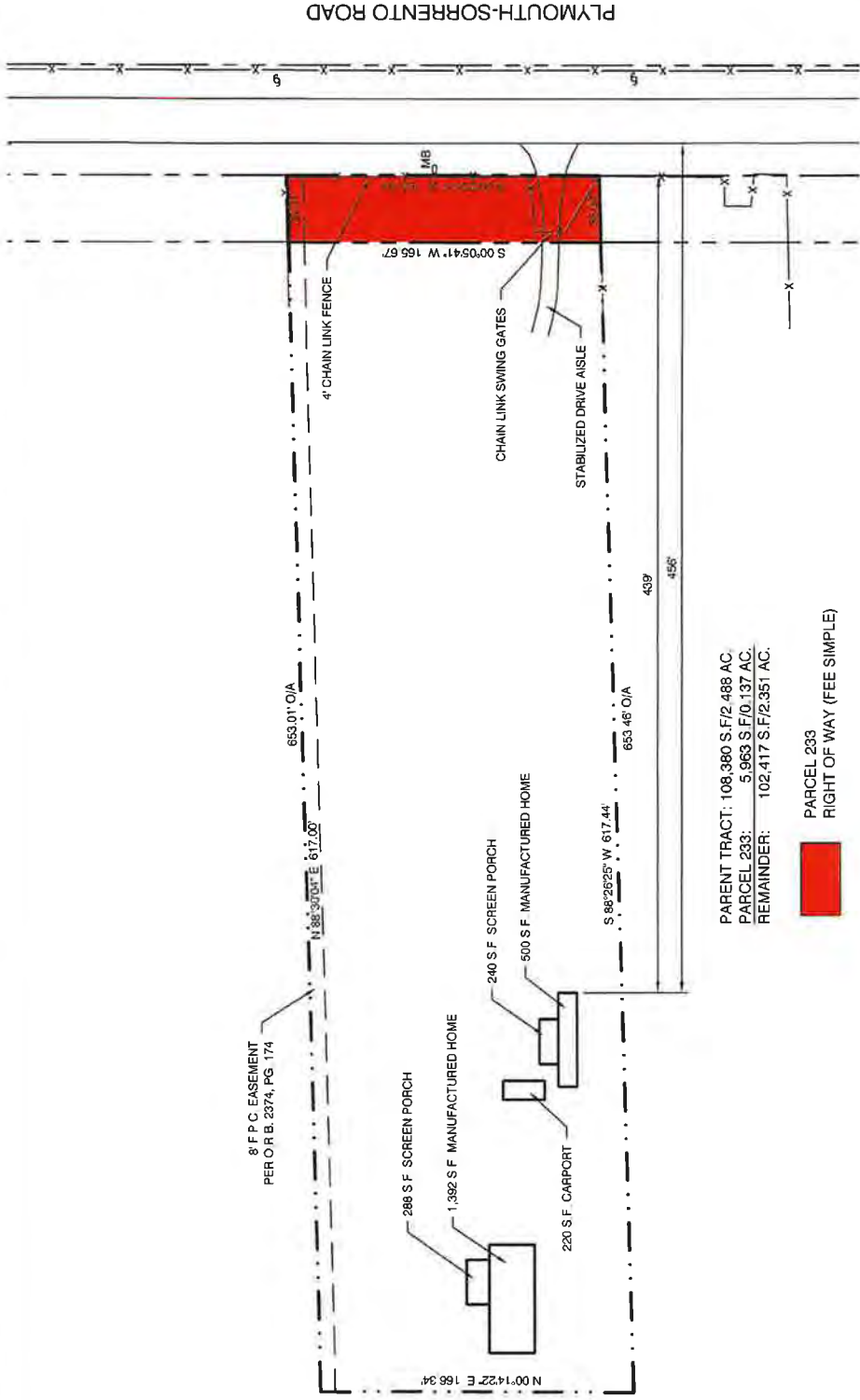
BEFORE ACQUISITION
WEKIVA PARKWAY
HUANG
PARCEL 233



SCALE: 1"=100'

LMA
Landon, Moree & Associates, Inc.
Civil & Environmental Engineers - Planners - Surveyors
31622 U.S. 19 North Palm Harbor, Florida 34684
Phone: (727) 789-5010, Fax: (727) 787-4394
Toll Free: (800) 262-7960, WWW.LMAENGR.COM

LMA JOB: 663-01.233



PARENT TRACT: 108,380 S.F./2.488 AC.
 PARCEL 233: 5,963 S.F./0.137 AC.
 REMAINDER: 102,417 S.F./2.351 AC.

 PARCEL 233
 RIGHT OF WAY (FEE SIMPLE)

BEFORE ACQUISITION

WEKIVA PARKWAY

HUANG

PARCEL 233

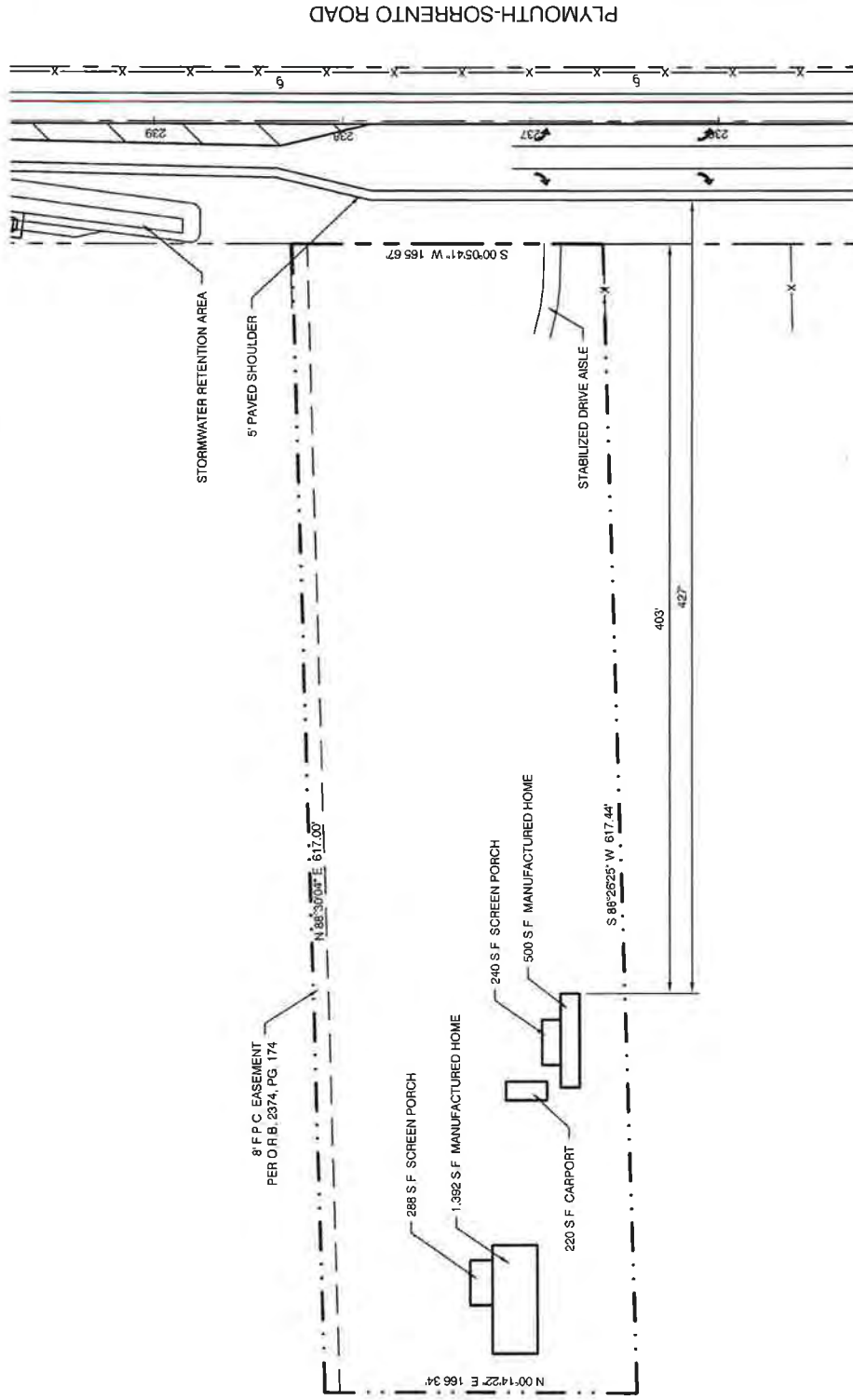


LMA
 Landon, Moree & Associates, Inc.
 Civil & Environmental Engineers - Planners - Surveyors

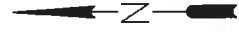
31622 U.S. 19 North Palm Harbor, Florida 34684
 Phone: (727) 789-5010, Fax: (727) 787-4394
 Toll Free: (800) 262-7960, WWW.LMAENG.COM

SCALE: 1"=60'

LMA JOB: 663-01.233



AFTER ACQUISITION WEKIVA PARKWAY HUANG PARCEL 233

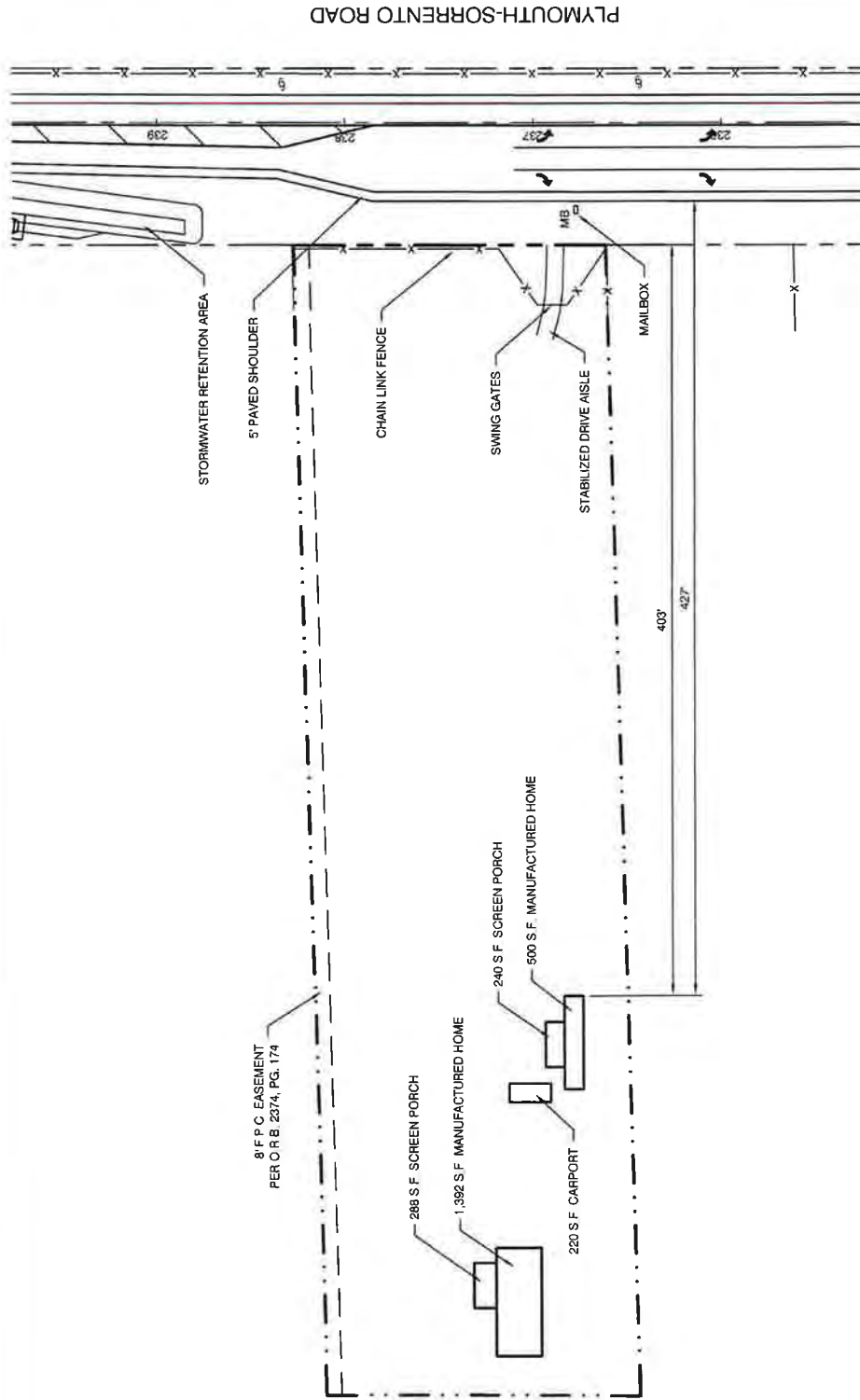


SCALE: 1"=60'



LMA
 Landon, Moree & Associates, Inc.
 Civil & Environmental Engineers - Planners - Surveyors
 34622 U.S. 19 North Palm Harbor, Florida 34684
 Phone: (727) 768-9040, Fax: (727) 767-4394
 Toll Free: (800) 262-7960, WWW.LMAENGR.COM

LMA JOB: 683-01 233



SITE MODIFICATION WEKIVA PARKWAY HUANG PARCEL 233

LMA
Landon, Moree & Associates, Inc.
Civil & Environmental Engineers - Planners - Surveyors
31822 U.S. 19 North Palm Harbor, Florida 34684
Phone: (727) 789-5010, Fax: (727) 787-4394
Toll Free: (800) 262-7866, WWW.LMAENG.COM

N
SCALE: 1"=60'

SUBJECT LEGAL DESCRIPTION, RIGHT-OF-WAY TAKING

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1" IRON PIPE WITH CAP STAMPED "1263" LOCATED IN A WELL BOX MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 00°09'57" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 331.55 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 88°26'25" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 25.43 FEET TO ITS INTERSECTION WITH THE EXISTING WEST RIGHT OF WAY LINE OF COUNTY ROAD 437 (PLYMOUTH-SORRENTO ROAD) AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 62 FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°26'25" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 36.02 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°05'41" EAST, A DISTANCE OF 165.67 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88°30'04" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 36.01 FEET TO ITS INTERSECTION WITH AFORESAID WEST RIGHT OF WAY LINE OF COUNTY ROAD 437; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00° 05' 41" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 165.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 5963 SQUARE FEET, MORE OR LESS

NOTE:

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2902570 DATED 02/06/2013


LEGEND & ABBREVIATIONS

CB = CHORD BEARING
C.C.R. = CERTIFIED CORNER RECORD
CH = CHORD LENGTH
COR. = CORNER
(C) = CALCULATED DISTANCE
D.B. = DEED BOOK
ESMT = EASEMENT
EXIST. = EXISTING
FND. = FOUND
FPC = FLORIDA POWER CORPORATION
(F) = FIELD DISTANCE

ID. = IDENTIFICATION
I.R. = IRON ROD
L = ARC LENGTH
LA. = LIMITED ACCESS
LS = LICENSED SURVEY BUSINESS
LT = LEFT
NO. = NUMBER
O.R.B. = OFFICIAL RECORDS BOOK
P.C. = POINT OF CURVATURE
PG./PGS. = PAGE / PAGES

P.I. = POINT OF INTERSECTION
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PROJ. = PROJECT
P.T. = POINT OF TANGENCY
(P) = PLAT
R = RADIUS
R.B.M. = ROAD BOND MAP
RT = RIGHT
R/W = RIGHT OF WAY

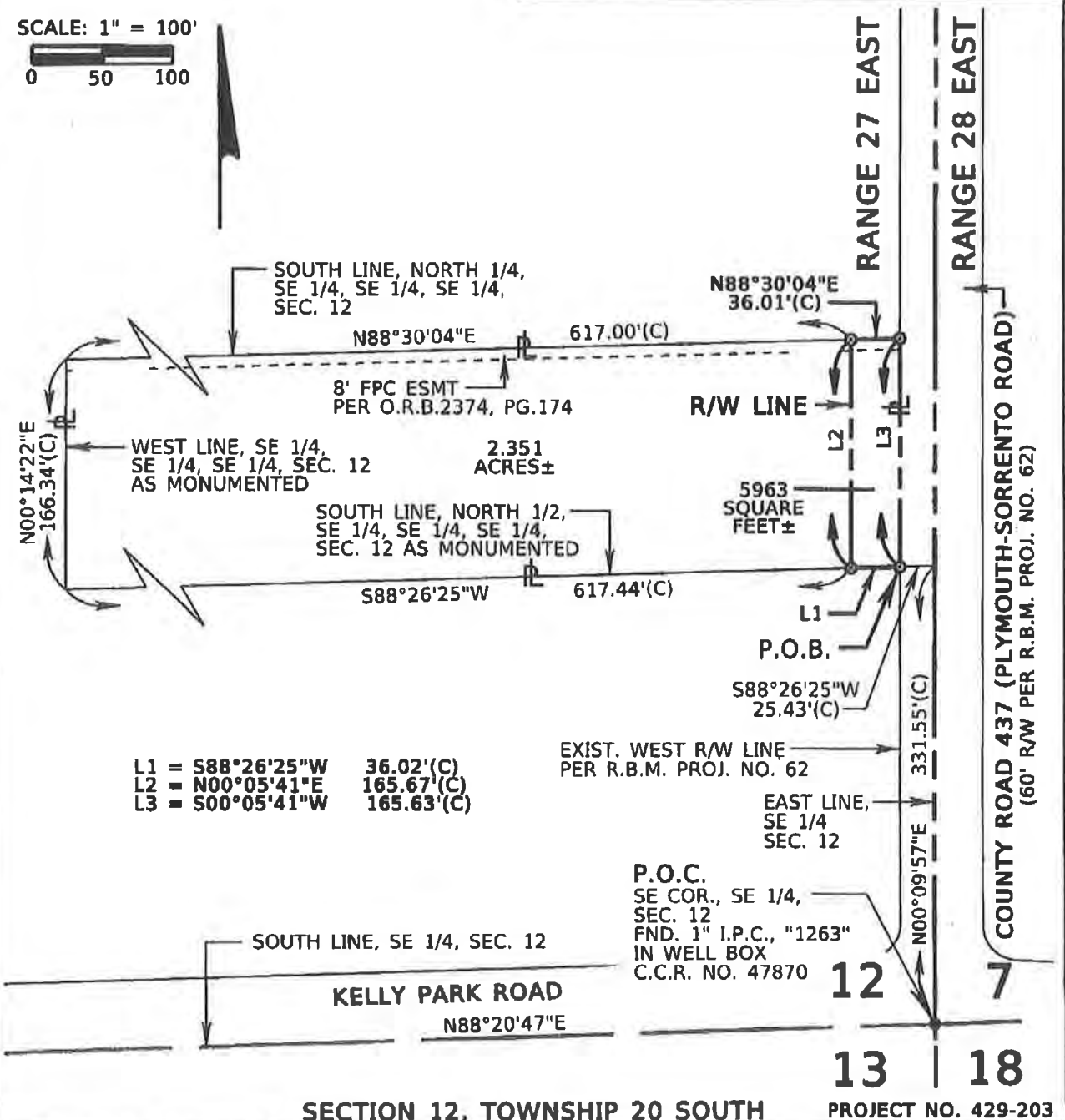
(R) = RADIAL
SEC. = SECTION
TITF = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
W/ = WITH
X = PROPERTY LINE
Δ = SAME PROPERTY OWNER
Δ = DELTA (CENTRAL ANGLE)
+ = CHANGE IN DIRECTION
+ = LIMITED ACCESS R/W LINE
--- = R/W LINE

DATE NOVEMBER 18, 2013		 CERTIFICATION OF AUTHORIZATION No. LR 1221 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 842-5120 FAX 407-849-8664	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.		PARCEL 233
DRAWN BY M.ROLLINS			S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA		
CHECKED BY S.WARE					SCALE: N/A
BSA PROJECT NO. EA11-11					SHEET 1 OF 2
REVISION	BY	DATE			

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SEC. 12-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

SCALE: 1" = 100'

0 50 100



SECTION 12, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 35-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

WILLIAM E. BYRNE, S.S.A.
LICENSE NUMBER 5442

11/18/13 DATE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATION OF AUTHORIZATION No. 18 3221

BS BOWYER SINGLETON

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-640-8664

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

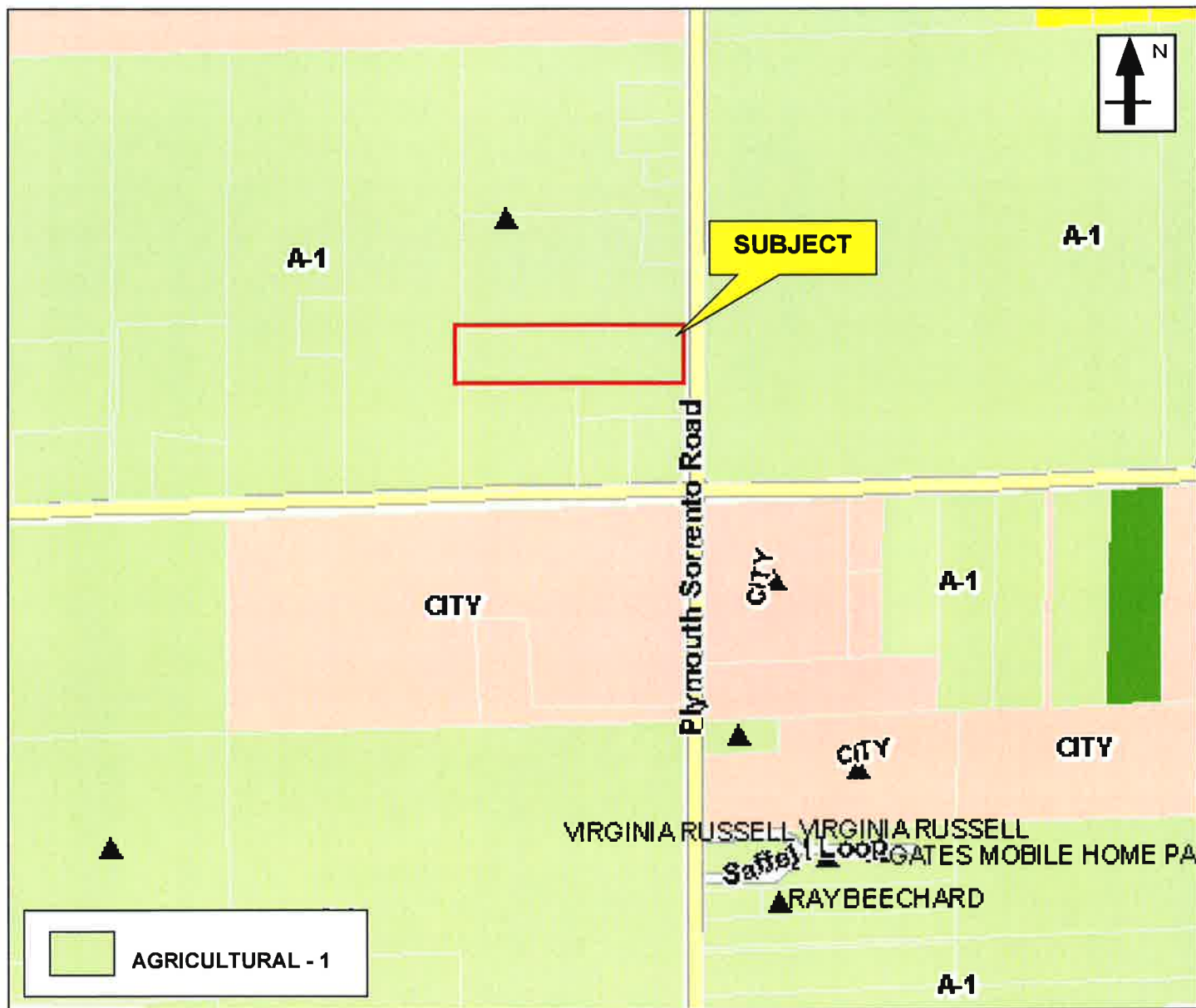
S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
233

SCALE: 1"=100'

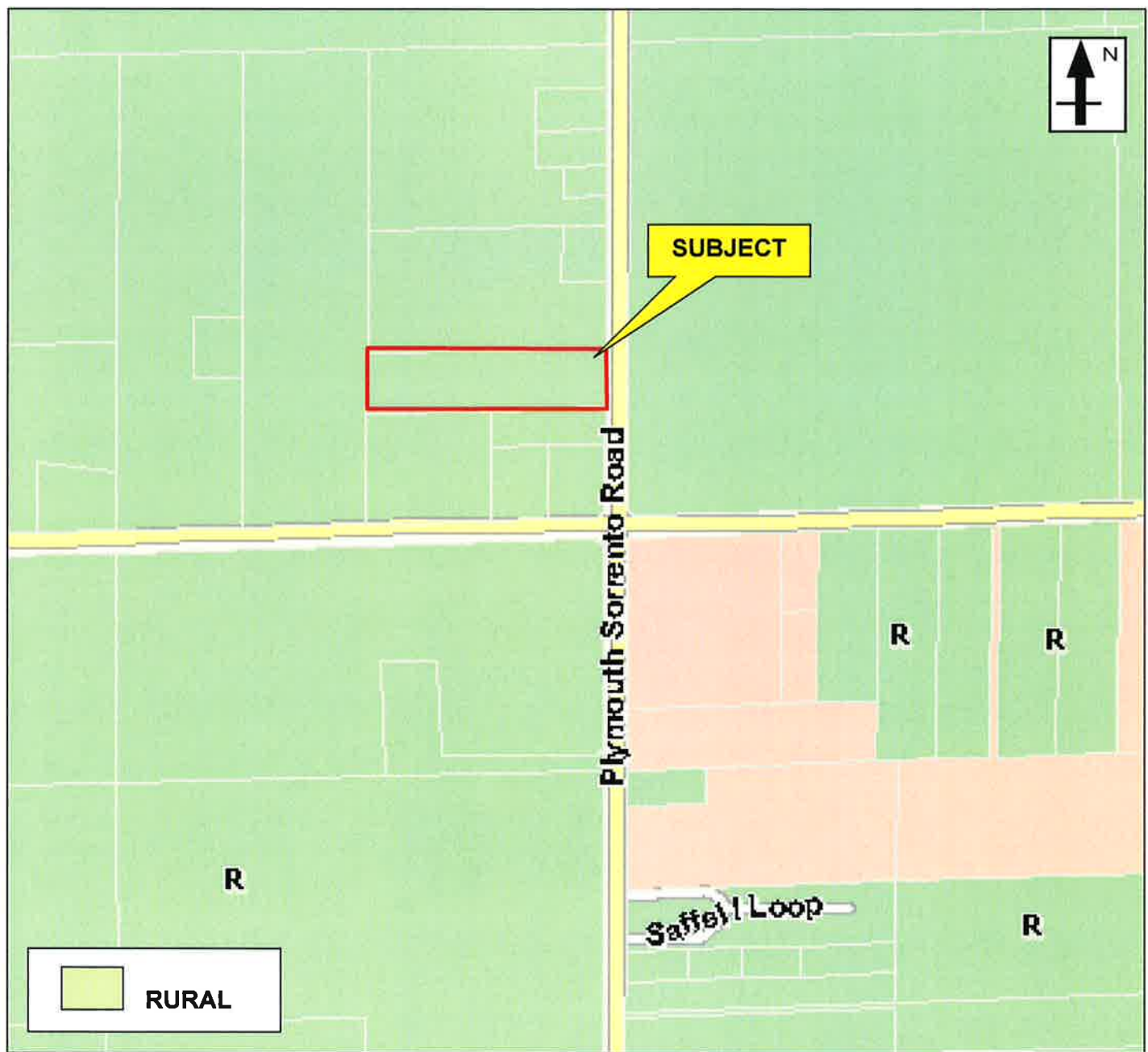
SHEET 2 OF 2

ZONING MAP



Approximate Representation
Source: Orange County INFO Maps

FUTURE LAND USE MAP



Approximate Representation
Source: Orange County INFO Maps

CONSENT AGENDA ITEM

#25

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: April 30, 2015

RE: Approval of Supplemental Agreement No. 15-01
Florida Toll Services (FTS), for Contract No. 000154
Toll Facilities Operations and Management Services

On April 27, 2015, staff posted a Notice of Intent to Award Contract No. 001071, Toll Facilities Operations and Management Services, to URS Energy & Construction, Inc. (URS). The new contract was intended to replace the referenced contract which expires on June 25, 2015. The selection of URS for award of the new contract followed the requirements of the competitive sealed proposal process (RFP) detailed in the Procurement Procedures Manual.

On April 30, 2015, a Notice of Protest was received from Faneuil, Inc., the firm ranked second in the selection process. When a notice of protest is submitted, our Procedure for Resolution of Protests requires that the award process be stopped until the protest is administratively resolved. In order to continue the current services under the FTS contract until the protest is resolved, Board approval of the referenced Supplemental Agreement for FTS is requested in the amount of \$3,444,132.00 which will cover the cost of extending the term to September 25, 2015.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Dave Wynne, Manager of Toll Operations

**CFX CONTRACT NO. 000154
TOLL FACILITIES OPERATIONS AND MANAGEMENT**

SUPPLEMENTAL AGREEMENT NO. 15-01

This Supplemental Agreement No. 15-01 ("Supplemental Agreement") is entered into this 14th day of May, 2015, by and between the Central Florida Expressway Authority ("Authority") and Florida Toll Services ("Contractor").

WITNESSETH:

WHEREAS, the Authority and the Contractor on July 1, 2005, entered into an agreement whereby the Authority retained the Contractor to provide toll facilities operations and management services designated by the Authority as Contract No. 000154; and

WHEREAS, the Authority and the Contractor on June 26, 2010, renewed the Contract for an additional one year period through June 25, 2011; and,

WHEREAS, the Authority and the Contractor on June 26, 2011, renewed the Contract for an additional one year period through June 25, 2012; and,

WHEREAS, the Authority and the Contractor on June 26, 2012, renewed the Contract for an additional one year period through June 25, 2013; and,

WHEREAS, the Authority and the Contractor on June 26, 2013, renewed the Contract for an additional one year period through June 25, 2014; and,

WHEREAS, the Authority and the Contractor on June 26, 2014, renewed the Contract for an additional one year period through June 25, 2015; and,

WHEREAS, the Authority has determined it necessary to continue the services and extend the term of the Contract to September 25, 2015.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall continue to perform the Work in accordance with the existing Scope of Services to the new expiration date for the not exceed amount of \$3,444,132.00 as detailed in the attached fee proposal.

All provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any renewals or supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed, in triplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Approved as to form and execution, only

By: _____
General Counsel

FLORIDA TOLL SERVICES

By: _____

Print Name: _____

Title: _____

Attest: _____

Title: _____

FLORIDA TOLL SERVICES - Supplemental Agreement No. 15-01

	FY 2015	FY 2016
DESCRIPTION		
Management Fee / G&A	\$ 611,589	\$ 152,897
Total Ops Office	\$ 2,179,387	\$ 552,267
Total Toll Operations	\$ 11,079,692	\$ 2,820,717
TOTAL OFFICE & TOLL PLAZAS	\$ 13,870,668	\$ 3,525,882
PRICE CREDIT PROVIDED	\$ (327,000)	\$ (81,750)
TOTALS	\$ 13,543,668	\$ 3,444,132

FLORIDA TOLL SERVICES - Supplemental Agreement No. 15-01

**FY 2016
BUDGET**

DESCRIPTION	
Management Fee / G&A	\$ 152,897
Labor	
Program Manager	\$ 52,790
Accounting Manager	\$ 23,792
Toll Operations Manager	\$ 39,348
Audit Manager	\$ 21,998
Support Staff-Program Mgmt	\$ 129,465
Support Staff-Acctg/Audit	\$ 39,348
Support Staff-Quality Control Mgr	\$ 36,603
Support Staff-Clerical/Courier	\$ 35,112
SUBTOTAL OPERATIONS OFFICE LABOR	\$ 378,456
Direct Expense	
Telephone	\$ 11,028
Credit for Long Distance	\$ (3,000)
Supplies	\$ 11,249
Furnishings & Equipment	\$ 14,289
Vehicles	\$ 27,306
Tolls & Mileage	\$ 15,505
Miscellaneous Expense	\$ 35,929
SUBTOTAL OPERATIONS OFFICE DIRECT EXPENSES	\$ 112,305
Bonds & Insurance	
Bonds	\$ 24,874
Insurance	\$ 36,632
SUBTOTAL BONDS & INSURANCE	\$ 61,506
TOTAL OPERATIONS OFFICE & MGT. FEE	\$ 705,165
Toll Operations Labor	
Plaza Manager	\$ 193,220
Supervisor	\$ 684,053
Toll Collector - F/T	\$ 904,681
Toll Collector - P/T	\$ 757,518
Training	\$ 39,330
SUBTOTAL OPERATIONS LABOR	\$ 2,578,801
Toll Operations Direct Expenses	
Supplies	\$ 37,029
Uniforms	\$ 31,290
Copy Machine	\$ 265
Vehicle	\$ 5,970
Mileage/Tolls	\$ 44,972
Other Expenses	\$ 3,318
Janitorial Services	\$ 107,371
Couriers	\$ 11,703
SUBTOTAL OPERATIONS DIRECT EXPENSES	\$ 241,917
TOTAL TOC TOLL PLAZAS	\$ 2,820,717
TOTAL OFFICE & TOLL PLAZAS	\$ 3,525,882
PRICE CREDIT PROVIDED	\$ (81,750)
TOTALS	\$ 3,444,132

FLORIDA TOLL SERVICES - Supplemental Agreement No. 15-01

DESCRIPTION	FY 2015		FY 2016		13 weeks budget	
	BUDGET	2.00%	BUDGET	06/26/15 to 09/25/15	25%	
Management Fee / G&A	\$ 611,589	% Increase 0.00%	\$ 611,589	\$	152,897	
Labor						
Program Manager	\$ 207,021	2.00%	\$ 4,140	\$ 211,161	\$ 52,790	
Accounting Manager	\$ 93,302	2.00%	\$ 1,866	\$ 95,168	\$ 23,792	
Toll Operations Manager	\$ 154,307	2.00%	\$ 3,086	\$ 157,393	\$ 39,348	
Audit Manager	\$ 86,268	2.00%	\$ 1,725	\$ 87,993	\$ 21,998	
Support Staff-Program Mgmt	\$ 507,705	2.00%	\$ 10,154	\$ 517,859	\$ 129,465	
Support Staff-Accdy/Audit	\$ 154,307	2.00%	\$ 3,086	\$ 157,393	\$ 39,348	
Support Staff-Quality Control Mgr	\$ 145,541	2.00%	\$ 2,871	\$ 148,412	\$ 36,603	
Support Staff-Clerical/Courier	\$ 137,692	2.00%	\$ 2,754	\$ 140,446	\$ 35,112	
SUBTOTAL OPERATIONS OFFICE LABOR	\$ 1,484,143	2.00%	\$ 29,682	\$ 1,513,825	\$ 378,456	
Direct Expense						
Telephone	\$ 44,110	0.00%	\$ -	\$ 44,110	\$ 11,028	
Credit for Long Distance	\$ (12,000)	0.00%	\$ -	\$ (12,000)	\$ (3,000)	
Supplies	\$ 44,994	0.00%	\$ -	\$ 44,994	\$ 11,249	
Furnishings & Equipment	\$ 57,155	0.00%	\$ -	\$ 57,155	\$ 14,289	
Vehicles	\$ 109,225	0.00%	\$ -	\$ 109,225	\$ 27,306	
Tolls & Mileage	\$ 62,019	0.00%	\$ -	\$ 62,019	\$ 15,505	
Miscellaneous Expense	\$ 143,716	0.00%	\$ -	\$ 143,716	\$ 35,929	
SUBTOTAL OPERATIONS OFFICE DIRECT EXPENSES	\$ 449,219	0.00%	\$ -	\$ 449,219	\$ 112,305	
Bonds & Insurance						
Bonds	\$ 99,496	0.00%	\$ -	\$ 99,496	\$ 24,874	
Insurance	\$ 146,529	0.00%	\$ -	\$ 146,529	\$ 36,632	
SUBTOTAL BONDS & INSURANCE	\$ 246,025	0.00%	\$ -	\$ 246,025	\$ 61,506	
TOTAL OPERATIONS OFFICE & MGT. FEE	\$ 2,790,976	1.06%	\$ 29,682	\$ 2,820,658	\$ 705,165	
Toll Operations Labor						
Plaza Manager	\$ 757,726	2.00%	\$ 15,155	\$ 772,881	\$ 193,220	
Supervisor	\$ 2,682,559	2.00%	\$ 53,651	\$ 2,736,210	\$ 684,053	
Toll Collector - F/T	\$ 3,547,767	2.00%	\$ 70,955	\$ 3,618,722	\$ 904,661	
Toll Collector - P/T	\$ 2,970,658	2.00%	\$ 59,413	\$ 3,030,071	\$ 757,518	
Training	\$ 154,233	2.00%	\$ 3,085	\$ 157,318	\$ 39,330	
SUBTOTAL OPERATIONS LABOR	\$ 10,112,943	2.00%	\$ 202,259	\$ 10,315,202	\$ 2,578,801	
Toll Operations Direct Expenses						
Supplies	\$ 148,115	0.00%	\$ -	\$ 148,115	\$ 37,029	
Uniforms	\$ 125,160	0.00%	\$ -	\$ 125,160	\$ 31,290	
Copy Machine	\$ 1,061	0.00%	\$ -	\$ 1,061	\$ 265	
Vehicle	\$ 23,878	0.00%	\$ -	\$ 23,878	\$ 5,970	
Mileage/Tolls	\$ 179,886	0.00%	\$ -	\$ 179,886	\$ 44,972	
Other Expenses	\$ 13,272	0.00%	\$ -	\$ 13,272	\$ 3,318	
Janitorial Services	\$ 429,483	0.00%	\$ -	\$ 429,483	\$ 107,371	
Couriers	\$ 45,894	2.00%	\$ 918	\$ 46,812	\$ 11,703	
SUBTOTAL OPERATIONS DIRECT EXPENSES	\$ 966,749	0.09%	\$ 918	\$ 967,667	\$ 241,917	
TOTAL TOC TOLL PLAZAS	\$ 11,079,692	1.83%	\$ 203,177	\$ 11,282,869	\$ 2,820,717	
TOTAL OFFICE & TOLL PLAZAS	\$ 13,870,668	1.68%	\$ 232,859	\$ 14,103,527	\$ 3,525,862	
PRICE CREDIT PROVIDED	\$ (327,000)		\$ (327,000)	\$	\$ (81,750)	
TOTALS	\$ 13,543,668	1.72%	\$ 232,859	\$ 13,776,527	\$ 3,444,132	

E.2.

Treasurer's Report

MEMORANDUM

April 15, 2015

TO: Authority Board Members:

S. Scott Boyd
Welton G. Cadwell
Brenda Carey
Buddy Dyer
Fred Hawkins, Jr
Teresa Jacobs
Walter A. Ketcham, Jr
Jay Madara
S. Michael Scheeringa

FROM: Lisa Lumbard, Interim CFO

SUBJECT: March 2015 Financial Reports

Attached please find the March 2015 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

Sincerely,



Lisa Lumbard, Interim CFO

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING MARCH 31, 2015 AND YEAR-TO-DATE

	FY 15 MONTH ACTUAL	FY 15 MONTH BUDGET	FY 15 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE BUDGET	FY 15 YEAR-TO-DATE VARIANCE	FY 15 YEAR-TO-DATE % VARIANCE	FY 14 - 15 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	\$ 31,753,256	\$ 28,962,203	\$ 249,589,700	\$ 234,758,724	\$ 14,830,976	6.3%	8.6%
TOLLS COLLECTED VIA UTN'S	1,040,316	621,079	8,044,878	5,210,682	2,834,196	54.4%	36.2%
FEES COLLECTED VIA UTN'S AND UTC'S	798,845	352,369	4,099,377	2,935,657	1,163,720	39.6%	32.2%
TRANSPONDER SALES	5,553	3,161	48,308	30,812	17,496	56.8%	-21.0%
OTHER OPERATING	139,921	101,146	1,033,283	819,126	214,156	26.1%	8.4%
INTEREST	162,476	102,301	1,307,092	920,707	386,385	42.0%	18.5%
MISCELLANEOUS	100,905	76,335	727,551	687,018	40,533	5.9%	-18.5%
TOTAL REVENUES	34,001,273	30,218,594	264,850,188	245,362,727	19,487,461	7.9%	9.6%
O M & A EXPENSES							
OPERATIONS	3,012,477	2,148,601	25,210,193	26,954,273	1,744,080	6.5%	3.9%
MAINTENANCE	1,003,105	1,721,784	8,487,680	11,578,914	3,091,234	26.7%	-7.8%
ADMINISTRATION	525,715	644,856	4,361,342	5,217,805	856,463	16.4%	5.2%
OTHER OPERATING	293,688	233,333	1,900,751	1,866,667	(34,085)	-1.8%	18.2%
TOTAL O M & A EXPENSES	4,834,985	4,748,575	39,959,967	45,617,659	5,657,692	12.4%	1.9%
NET REVENUES BEFORE DEBT SERVICE	29,166,287	25,470,019	224,890,221	199,745,068	25,145,153	12.6%	11.0%
COMBINED NET DEBT SERVICE	11,939,101	11,988,481	107,317,864	107,850,692	532,827	0.5%	0.7%
NET REVENUES AFTER DEBT SERVICE	<u>\$ 17,227,186</u>	<u>\$ 13,481,539</u>	<u>\$ 117,572,357</u>	<u>\$ 91,894,377</u>	<u>\$ 25,677,980</u>	<u>27.9%</u>	<u>22.5%</u>

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2015
FOR THE MONTH ENDING MARCH 31, 2015 AND YEAR-TO-DATE

	<u>FY 2015 ACTUAL</u>	<u>FY 2015 BUDGET</u>	<u>VARIANCE</u>	<u>FY 15 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 25,210,193	\$ 26,954,273	\$ 1,744,080	6.5%
Maintenance	8,487,680	11,578,914	3,091,234	26.7%
Administration	4,361,342	5,217,805	856,463	16.4%
Other Operating	<u>1,900,751</u>	<u>1,866,667</u>	<u>(34,085)</u>	<u>-1.8%</u>
Total O M & A	\$ 39,959,967	\$ 45,617,659	\$ 5,657,692	12.4%
Capital Expenditures				
Operations	\$ 225,073	\$ 725,839	500,766	69.0%
Maintenance	-	51,540	51,540	100.0%
Administration	<u>73,798</u>	<u>48,750</u>	<u>(25,048)</u>	<u>-51.4%</u>
Total Capital Expenditures	\$ 298,871	\$ 826,129	\$ 527,258	63.8%

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**Operations - Comparison of Actual to Budget
For the Nine Months Ending March 31, 2015**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	332,351	392,740	60,389	15.38%
Violation Enforcement	2,056,880	1,991,003	(65,878)	-3.31%
Information Technology	2,742,289	3,014,339	272,050	9.03%
Information Technology - Projects	10,864	514,650	503,786	97.89%
E-PASS Service Center	6,365,083	6,383,822	18,739	0.29%
Marketing	113,974	333,457	219,483	65.82%
Subtotal OOCEA	11,621,441	12,630,010	1,008,569	7.99%
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	839,863	978,459	138,596	14.16%
Airport Plaza	1,187,292	1,253,981	66,689	5.32%
Dallas Plaza	841,138	931,959	90,821	9.75%
East-West Expressway (SR 408)				
Dean Plaza	883,991	979,013	95,022	9.71%
Conway Main Plaza	1,536,091	1,677,120	141,030	8.41%
Pine Hills Plaza	1,089,610	1,151,790	62,180	5.40%
Hiawassee Plaza	889,159	957,629	68,470	7.15%
Western Expressway (SR 429)				
Independence Plaza	850,288	950,061	99,773	10.50%
Forest Lake Plaza	953,718	1,003,099	49,381	4.92%
Greeneway Expressway (SR 417)				
University Plaza	869,644	945,409	75,765	8.01%
Curry Ford Plaza	867,283	928,680	61,397	6.61%
Boggy Creek Plaza	1,073,917	1,152,895	78,978	6.85%
John Young Plaza	994,851	1,103,757	108,906	9.87%
John Land Apopka (SR 414)				
Coral Hills Plaza	936,980	1,036,251	99,270	9.58%
Subtotal Toll Facilities	13,813,824	15,050,101	1,236,278	8.21%
Total Operations Expenses	25,435,265	27,680,112	2,244,847	8.11%

**Maintenance - Comparison of Actual to Budget
For the Nine Months Ending March 31, 2015**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	524,839	585,715	60,875	10.39%
Expressway Operations	2,857,409	3,361,532	504,123	15.00%
Routine Maintenance	5,105,431	7,683,207	2,577,776	33.55%
FDOT Services	0	0	0	0.00%
Total Maintenance Expenses	8,487,680	11,630,454	3,142,774	27.02%

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**Administration - Actual to Budget by Cost Center
For the Nine Months Ending March 31, 2015**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	351,017	423,302	72,285	17.08%
General Projects	73,798	0	(73,798)	0.00%
Executive	696,034	981,341	285,307	29.07%
Communications	296,797	356,457	59,660	16.74%
Human Resources	108,217	148,265	40,048	27.01%
Business Development	176,974	355,233	178,259	50.18%
Accounting	1,052,287	1,275,654	223,368	17.51%
Construction Administration	259,821	283,853	24,032	8.47%
Procurement	494,753	535,136	40,383	7.55%
Legal	501,513	400,446	(101,066)	-25.24%
Internal Audit	191,002	266,863	75,861	28.43%
525 Magnolia	17,245	16,471	(774)	-4.70%
Plans Production	215,684	223,535	7,851	3.51%
Grand Total Expenses	4,435,141	5,266,555	831,414	15.79%

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING MARCH 31, 2015 AND YEAR-TO-DATE**

	FY 15 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE BUDGET	FY 15 YEAR-TO-DATE VARIANCE	FY 14 YEAR-TO-DATE ACTUAL	FY 14 YEAR-TO-DATE BUDGET	FY 14 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 249,589,700	\$ 234,758,724	\$ 14,830,976	\$ 229,737,658	\$ 220,986,948	\$ 8,750,710	\$ 6,080,266
TOLLS COLLECTED VIA UTN'S	8,044,878	5,210,682	2,834,196	5,908,288	3,285,869	2,622,419	211,777
FEES COLLECTED VIA UTN'S AND UTC'S	4,099,377	2,935,657	1,163,720	3,101,397	2,204,592	896,805	266,915
TRANSPONDER SALES	48,308	30,812	17,496	61,184	59,833	1,351	16,145
OTHER OPERATING	1,033,283	819,126	214,156	952,882	749,536	203,346	10,810
INTEREST	1,307,092	920,707	386,385	1,103,363	1,028,172	75,191	311,194
MISCELLANEOUS	727,551	687,018	40,533	892,352	664,628	227,724	(187,191)
TOTAL REVENUES	264,850,188	245,362,727	19,487,461	241,757,124	228,979,578	12,777,546	6,709,915
O M & A EXPENSES							
OPERATIONS	25,210,193	26,954,273	1,744,080	24,266,854	25,152,311	885,457	858,623
MAINTENANCE	8,487,680	11,578,914	3,091,234	9,204,054	9,631,491	427,437	2,663,797
ADMINISTRATION	4,361,342	5,217,805	856,463	4,143,944	5,062,690	918,746	(62,283)
OTHER OPERATING	1,900,751	1,866,667	(34,085)	1,608,136	2,254,456	646,320	(680,405)
TOTAL O M & A EXPENSES	39,959,967	45,617,659	5,657,692	39,222,988	42,100,948	2,877,960	2,779,732
NET REVENUES BEFORE DEBT SERVICE	224,890,221	199,745,068	25,145,153	202,534,136	186,878,630	15,655,506	9,489,647
COMBINED NET DEBT SERVICE	107,317,864	107,850,692	532,827	106,577,935	107,019,309	(441,374)	974,201
NET REVENUES AFTER DEBT SERVICE	\$ 117,572,357	\$ 91,894,377	\$ 25,677,980	\$ 95,956,201	\$ 79,859,321	\$ 16,096,880	\$ 9,581,100

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING MARCH 31, 2015 AND YEAR-TO-DATE

	<u>FY 15 MONTH ACTUAL</u>	<u>FY 14 MONTH ACTUAL</u>	<u>FY 14 - 15 SAME MONTH COMPARISON</u>	<u>FY 15 YEAR-TO-DATE ACTUAL</u>	<u>FY 14 YEAR-TO-DATE ACTUAL</u>	<u>FY 14 - 15 YEAR-TO-DATE COMPARISON</u>
REVENUES						
TOLLS	\$ 31,753,256	\$ 28,342,898	\$ 3,410,358	\$ 249,589,700	\$ 229,737,658	\$ 19,852,042
TOLLS COLLECTED VIA UTN'S	1,040,316	704,229	336,087	8,044,878	5,908,288	2,136,590
FEES COLLECTED VIA UTN'S AND UTC'S	798,845	443,530	355,315	4,099,377	3,101,397	997,980
TRANSPONDER SALES	5,553	4,759	794	48,308	61,184	(12,876)
OTHER OPERATING	139,921	102,967	36,954	1,033,283	952,882	80,401
INTEREST	162,476	90,744	71,732	1,307,092	1,103,363	203,729
MISCELLANEOUS	100,905	73,325	27,580	727,551	892,352	(164,801)
TOTAL REVENUES	<u>34,001,273</u>	<u>29,762,452</u>	<u>4,238,821</u>	<u>264,850,188</u>	<u>241,757,124</u>	<u>23,093,064</u>
O M & A EXPENSES						
OPERATIONS	3,012,477	1,886,124	1,124,353	25,210,193	24,266,854	943,339
MAINTENANCE	1,003,105	1,519,224	(516,119)	8,487,680	9,204,054	(716,374)
ADMINISTRATION	525,715	499,626	26,089	4,361,342	4,143,944	217,398
OTHER OPERATING	293,688	51,030	242,658	1,900,751	1,608,136	292,615
TOTAL O M & A EXPENSES	<u>4,834,985</u>	<u>3,958,004</u>	<u>876,981</u>	<u>39,959,967</u>	<u>39,222,988</u>	<u>736,979</u>
NET REVENUES BEFORE DEBT SERVICE	<u>29,166,287</u>	<u>25,804,448</u>	<u>3,361,839</u>	<u>224,890,221</u>	<u>202,534,136</u>	<u>22,356,085</u>
COMBINED NET DEBT SERVICE	<u>11,939,101</u>	<u>11,812,796</u>	<u>126,305</u>	<u>107,317,864</u>	<u>106,577,935</u>	<u>739,929</u>
NET REVENUES AFTER DEBT SERVICE	<u>\$ 17,227,186</u>	<u>\$ 13,991,652</u>	<u>\$ 3,235,534</u>	<u>\$ 117,572,357</u>	<u>\$ 95,956,201</u>	<u>\$ 21,616,156</u>

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F. 1.

Fifth Amendment to contract
with Suburban Land Reserve
and Farmland Reserve

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM:  Joseph L. Passiatore, General Counsel

DATE: May 5, 2015

SUBJECT: Fifth Amendment to Farmland Reserve, Inc. and Suburban Land Reserve, Inc. for Purchase of Beachline Corridor

The CFX Right of Way Committee has completed a detailed review of the contract between Farmland Reserve Inc. (FRI), Suburban Land Reserve Inc. (SLR) and CFX for the purchase of approximately 325 acres of S.R. 528 right of way. On Monday May 4, 2015 the Committee voted to recommend the attached Fifth Amendment to the CFX Board for approval.

Most notably, the Fifth Amendment as approved by the Committee, accomplishes the following:

- 1) significantly reduces the scope of the covenants and restrictions governing the future use of the 200 foot corridor being acquired by CFX;
- 2) moves the outside closing date to December 31, 2015, to allow FRI, SLR and All Aboard Florida (“AAF”) to achieve certain conditions precedent;
- 3) requires as a buyer’s condition precedent that AAF close its agreement with CFX simultaneously with the FRI/SLR closing;
- 4) clarifies CFX’s right to assert sovereign immunity in the event of claims against it;
- 5) ratifies the \$12 million dollar (\$12,000,000) purchase price, as may be adjusted in the event additional acreage is needed as per the contract;
- 6) warrants that the net proceeds received shall be utilized for regional transportation improvements within ten (10) years of the date of closing.

CFX staff recommends approval of the Fifth Amendment as approved by the Right of Way Committee on May 4, 2015.

JLP/ml
Attachment

cc: Laura Kelley
Joe Berenis
Micky Grindstaff

**FIFTH AMENDMENT TO
CONTRACT OF SALE AND PURCHASE**

THIS FIFTH AMENDMENT TO CONTRACT OF SALE AND PURCHASE (this “Amendment”) is effective as of _____, 2015, (the “Amendment Effective Date”) by and between SUBURBAN LAND RESERVE, INC., a Utah corporation, (“SLR”) and FARMLAND RESERVE, INC., a Utah not-for-profit corporation, (“FRI” and, together with SLR, the “Seller”) and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY as successor in interest to the ORLANDO–ORANGE COUNTY EXPRESSWAY AUTHORITY, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes (the “Buyer”).

RECITALS:

WHEREAS, Seller and Buyer heretofore entered into that certain Contract of Sale and Purchase dated as of November 11, 2013 (the “Agreement”); and

WHEREAS, Seller and Buyer amended the Agreement by virtue of that certain First Amendment to Contract of Sale and Purchase dated April 24, 2014 (the “First Amendment”); and

WHEREAS, Seller and Buyer further amended the Agreement by virtue of that certain Second Amendment to Contract of Sale and Purchase dated August 22, 2014 (the “Second Amendment”); and

WHEREAS, Seller and Buyer further amended the Agreement by virtue of that certain Third Amendment to Contract of Sale and Purchase dated November 24, 2014 (the “Third Amendment”); and

WHEREAS, Seller and Buyer further amended the Agreement by virtue of that certain Fourth Amendment to Contract of Sale and Purchase dated March 12, 2015 (the “Fourth Amendment”, with the Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment now hereinafter collectively referred to as the “Agreement”); and

WHEREAS, Seller and Buyer desire to amend the Agreement to modify various provisions thereof as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

AGREEMENTS:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated into this Amendment in their entirety.

2. Definitions. Capitalized terms used but otherwise not defined herein shall have the meaning ascribed to such terms in the Agreement.

3. Amendment to References to the “Orlando-Orange County Expressway Authority”. All references in the Agreement to the “Orlando-Orange County Expressway Authority” are hereby amended to read the “Central Florida Expressway Authority.” Further, all references to “Buyer” in the Agreement shall be deemed to refer to the Central Florida Expressway Authority as successor in interest to the Orlando-Orange County Expressway Authority. For avoidance of doubt, Buyer and Seller agree that the provisions of this paragraph are intended solely to clarify the provisions of Paragraph 5 of the Second Amendment.

4. Amendment to Paragraph 5(a). Paragraph 5(a) is hereby amended to read as follows (underlined text is added, ~~strikethrough~~ text is deleted):

“(a) Access. From and after the Effective Date, Buyer shall have the continuing right to enter upon the Property at any time for the purpose of performing surveying, engineering, environmental tests and studies, test borings and such other investigatory work as Buyer shall consider appropriate and to conduct any tests necessary to satisfy Buyer as to the suitability of the Property for Buyer’s purposes, and Seller hereby grants to Buyer a limited right of access to permit Buyer’s examinations and inspections (including access through all applicable gated entrances as may be necessary to reach the Property), subject to the terms and provisions hereof. Seller further agrees to furnish the Intercity Passenger Rail Operator with access to the Property in accordance with such reasonable terms as may agreed between Seller and the Intercity Passenger Rail Operator pursuant to a separate written agreement. Buyer shall provide Seller prior notice of any entry onto the Property by Buyer or its agents in accordance with the terms of this Contract. In the event any of Buyer’s inspections require that the condition of the Property be materially changed from that which presently exists, Buyer shall be responsible for seeing that the Property is promptly restored to substantially its condition as of the Effective Date. To the extent Seller allows the Intercity Passenger Rail Operator access to the Property and the Intercity Passenger Rail Operator’s inspections require that the condition of the Property be materially changed from that which presently exists, Seller will require the Intercity Passenger Rail Operator, under a separate agreement, to be responsible for seeing that the Property is promptly restored to substantially its condition as of the Effective Date. Further, no invasive environmental testing upon the Property may be conducted by Buyer absent the written consent of Seller, which consent will not be unreasonably withheld, conditioned or delayed, and in any event shall not be withheld if such invasive testing is based upon the recommendation of a qualified environmental consultant and Buyer furnishes evidence of such recommendation together with a proposed scope of work for such invasive testing (which scope of work shall also be subject to Seller’s reasonable review and approval). Buyer agrees to defend, indemnify and hold Seller harmless from any loss, damages, liability, obligations, costs, expenses and fees (including reasonable attorneys’ and paralegals’ fees) resulting from: (i) claims for injury to person or damage to property, to the extent directly resulting from the activities of Buyer or Buyer’s agents or designees on the Property; or (ii) liens on the Property filed by contractors, materialmen or laborers performing work and test(s) for Buyer. Said indemnification shall not constitute a waiver on the part of Buyer to assert its right to sovereign immunity as set forth in Florida Statute 768.28 both as to whether the cause of action exists under Florida law and the maximum limits of liability. The Intercity Passenger Rail Operator shall not be deemed to be one of Buyer’s agents or

designees.”

5. Outside Closing Date. The Outside Closing Date (as defined in Paragraph 6 of the Agreement) is hereby extended until December 31, 2015.

6. Amendment to Declaration of Restrictions. The form of the Declaration of Restrictions (as defined in Paragraph 8 of the Agreement) as attached as Exhibit C to the Agreement is hereby deleted and the form of the Declaration of Restrictions as attached as Exhibit C hereto and incorporated by reference is substituted therefor. From and after the Amendment Effective Date, the form of the Declaration of Restrictions shall be as is provided in Exhibit C as attached hereto, which form is hereby acknowledged and agreed to by Seller and Buyer.

7. Addition of Paragraph 11(b)(vii). The Agreement is hereby amended to add the following as a new Paragraph 11(b)(vii) of the Agreement, and thus as a new Buyer’s condition to closing:

(vii) AAF is closing, substantially simultaneously with the Closing, its agreement with Buyer pursuant to which AAF shall become the Intercity Passenger Rail Operator and acquire an interest in the Property for the purpose of operating the Intercity Passenger Rail Service.

8. Amendment to Paragraph 11(c). Paragraph 11(c) is hereby amended to read as follows (underlined text is added, ~~striketrough~~ text is deleted):

“(c) If any of the foregoing conditions have not been satisfied or performed or waived in writing by the party in whose favor such conditions run on or as of ~~June 30, 2015~~the Outside Closing Date, or in the case of the MAI Appraisals addressed in subsection (b)(vi) of this Section, on or as of the end of the Inspection Period, such party shall have the right, at such party’s option, either: (i) to terminate this Contract by giving written notice to the other party, in which event all rights and obligations of Seller and Buyer under this Contract shall expire, and this Contract shall become null and void and Buyer shall receive the return of its Deposit; or (ii) to waive such condition in writing and proceed with Closing.”

9. First Amendment to Paragraph 16. The second paragraph of Paragraph 16 is hereby amended to read as follows (underlined text is added, ~~striketrough~~ text is deleted):

“Buyer shall have no right to amend or modify the Development Order, or to preclude, obstruct, challenge, or otherwise impede any effort by Seller to amend or modify the Development Order, except to the extent that any such amendment or modification precludes, in a material and adverse way the enjoyment of rights expressly granted to Buyer pursuant to the Declaration of Restrictions.”

10. Second Amendment to Paragraph 16. The sixth paragraph of Paragraph 16 is hereby amended to read as follows (underlined text is added, ~~striketrough~~ text is deleted):

“SLR has disclosed to Buyer SLR’s intentions to develop the remaining SLR

Property as well as properties that belong to FRI and that SLR has, or may hereafter acquire, the right to purchase. Those lands may be developed for diverse uses, including without implied limitation, single family residential, multi family residential, professional office, commercial retail, and industrial. Buyer shall not at any time hereafter, directly or indirectly, challenge, oppose, or otherwise obstruct or impede SLR's (or its successors in interest's) efforts to develop adjacent lands, including without implied limitation efforts to secure governmental approvals and entitlements for such developments, except to the extent that such efforts or such development preclude in a material and adverse way the enjoyment of rights expressly granted to Buyer pursuant to the Declaration of Restrictions. SLR acknowledges that land development permit applications pending before Orange County Commission are subject to quasi-judicial proceedings therefore a vote of approval of this Contract of Sale and Purchase by the Orange County Mayor in her role as an *ex officio* Board member of Buyer shall not impede the exercise of discretion by the Orange County Mayor, in her role as Orange County Mayor, at any future land use hearings nor shall it constitute an affirmative act by Orange County which may be relied upon by SLR for approval to extend the DRI or any other land development permit relating to the remaining SLR Property."

11. Amendment to Paragraph 19. Paragraph 19(a) of the Agreement is amended to change the contact information for notices to Buyer (without changing the contact information for notices to Buyer's copied persons) to read as follows (underlined text is added, ~~striketrough~~ text is deleted):

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attention: Max Crumit Executive Director
Telephone: (407) 690-5000
Facsimile: (407) 690-5011

Paragraph 19(b) of the Agreement is amended to change the contact information for notices to Seller (without changing the contact information for notices to Seller's Counsel) to read as follows:

Suburban Land Reserve, Inc.
79 S. Main Street, Suite 500
Salt Lake City, Utah 84111-7502
Attention: Matt A. Baldwin R. Steven Romney, President
Telephone: (801) 321-7530
Facsimile: (801) 321-7508

Farmland Reserve, Inc.
79 S. Main Street, Suite 1000
Salt Lake City, Utah 84111-1945
Attention: Paul C. Genho K. Erik Jacobsen, President
Telephone: (801) 715-9101
Facsimile: (801) 532-3058

12. Amendment to Paragraph 23. Paragraph 23 is hereby amended to read as follows (underlined text is added, ~~striketrough~~ text is deleted):

“23. CONTRACT NOT RECORDABLE. Neither this Contract nor any evidence of the existence of this Contract shall be recorded in the public records of any county in the State of Florida; provided, however, that the foregoing shall not prohibit or restrict Buyer from filing for record a *lis pendens* or other record notice of the existence of this Contract in connection with Buyer’s exercise of its rights and remedies in the event of default by Seller. **Any attempt to record this Contract or any memorandum hereof or any reference hereto by Buyer or any agent or representative of Buyer in violation of this prohibition shall, at the sole option of Seller, constitute a material default by Buyer. Seller shall have the unilateral right to terminate any such recording; and third-parties shall have the absolute and unconditional right to rely on any such unilateral termination without confirmation by Buyer. In addition to all other remedies Seller may invoke, if Buyer violates this provision, Buyer shall indemnify, defend, and hold harmless Seller from all claims, demands, causes of action, suits, liabilities, debts, fines, penalties, setoff, torts, negligence, damages (including without implied limitation consequential damages), judgments, obligations, losses, costs and expenses (including without limitation attorneys’ fees and costs of litigation before all tribunals), and remedies or claims for relief of any nature whatsoever, incurred by or asserted against Seller caused by, with respect to, or arising out of Buyer’s violation of this provision. Said indemnification shall not constitute a waiver on the part of Buyer to assert its right to sovereign immunity as set forth in Florida Statute 768.28 both as to whether the cause of action exists under Florida law and the maximum limits of liability.** Notwithstanding any provision herein to the contrary, Seller and Buyer acknowledge that Buyer is a public entity subject to the laws of the State of Florida, including the Florida Sunshine Laws and that this Contract is and will remain a public document, has and will be discussed in public meetings, will be recorded in Buyer’s minutes and will be available for review and inspection by the public.”

13. Amendment to Paragraph 24. Paragraph 24 is hereby amended to read as follows (underlined text is added, ~~striketrough~~ text is deleted):

“24. BROKER’S COMMISSION. Seller represents to Buyer that Seller has not engaged the services of any real estate broker in connection with the transaction contemplated by this Contract. Buyer represents to Seller that Buyer has not engaged the services of any real estate broker in connection with the transaction contemplated by this Contract. Buyer shall indemnify and hold harmless the Seller from and against any loss, damages, liability, obligations, costs, expenses and fees (including reasonable attorneys’ and paralegals’ fees) arising out of any and all claims or demands with respect to any brokerage fees or agent’s commissions or other compensation asserted by any person, firm or corporation in connection with this Contract or the transaction contemplated hereby arising from any action on the part of Buyer. Said indemnification shall not constitute a waiver on the part of Buyer to assert its right to sovereign immunity as set forth in Florida Statute 768.28 both as to whether the cause of action exists under Florida law and the maximum limits of liability. Seller shall indemnify and hold harmless the

Buyer from and against any loss, damages, liability, obligations, costs, expenses and fees (including reasonable attorneys' and paralegals' fees) arising out of any and all claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm or corporation in connection with this Contract or the transaction contemplated hereby arising from any action on the part of Seller."

14. Amendment to Paragraph 27. Paragraph 27 is hereby amended to read as follows (underlined text is added, ~~strikethrough~~ text is deleted):

"27. FUTURE UTILITY CORRIDOR. Should a utility corridor be subsequently established within the ultimate SR 528 corridor (including both the Property and the existing SR 528 right of way) for placement of linear utility facilities running along, and generally parallel to the SR 528 roadway (as opposed to perpendicularly crossing the SR 528 right of way), Seller or Seller's successors or assigns shall have the right (at Seller's or Seller's successors' or assigns' sole expense) to locate utility facilities within such corridor upon the same terms and conditions as may be granted to third parties located in any such utility corridor or to connect to utility facilities (at Seller's or Seller's successors' or assigns' sole expense) located in any such corridor; ~~provided however, in no event shall Seller or Seller's successors or assigns be obligated to pay Buyer any rent or other charge for the privilege of locating utility facilities or connecting to utility facilities within such corridor.~~"

15. Addition of Paragraph 30. The Agreement is hereby amended to add the following as a new Paragraph 30:

30. SOVEREIGN IMMUNITY. Nothing in this Contract shall constitute or be construed as a waiver by Buyer of its right to assert sovereign immunity as set forth in Section 768.28, Florida Statutes (2014), as amended, or in or by other statutes or law which may be applicable to Buyer, either as to whether the cause of action exists under Florida law or as to the maximum limits of liability thereunder.

16. Addition of Paragraph 31. The Agreement is hereby amended to add the following as a new Paragraph 31:

31. RATIFICATION OF PURCHASE PRICE; ADDITIONAL REPRESENTATION AND WARRANTY OF SELLER.

(a) Ratification of Purchase Price. Buyer hereby specifically ratifies and confirms Buyer's approval of the Purchase Price for the Property as set forth in Paragraph 3 of the Agreement, as the same may be adjusted as provided therein.

(b) Additional Representation and Warranty of Seller. In addition to Seller's representations, warranties and additional covenants set forth in Paragraph 9(a) above, Seller further represents and warrants that Seller's net proceeds hereunder will be made available and used for development, design, engineering, financing, acquisition, permitting, construction and/or equipping of regional transportation improvements within ten (10) years following the date of Closing and Seller's representation and warranty

hereunder shall survive Closing; provided, however, that in the event of extenuating circumstances, Seller may request from Buyer approval of an extension of such ten (10) year period, which approval shall not be unreasonably withheld, conditioned, or delayed. SLR'S obligations to fund, or actual funding of, a portion of the construction costs under the Innovation Way Interchange Agreement shall not count toward or be applied against Seller's representation and warranty to utilize Seller's net proceeds hereunder as required in this Paragraph 31.

17. Ratification. Except as herein amended, the Agreement is hereby ratified and affirmed in its entirety by Seller and Buyer. In consideration for this Amendment, Buyer unconditionally waives any right to claim or assert that Seller has not timely and fully performed and observed all obligations accrued to date under the Agreement.

18. Counterparts; Email Signatures. This Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of such counterparts shall constitute one Amendment. To facilitate execution of this Amendment, Seller and Buyer may execute and exchange by e-mail as a portable document format or other electronic imaging, counterparts of the signature page, which shall be deemed original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the Amendment Effective Date.

SELLER

BUYER

SUBURBAN LAND RESERVE, INC.,
a Utah corporation

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY as successor in interest to the
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY, a body
corporate and politic existing pursuant to
Chapter 348, Florida Statutes

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date executed by SLR: _____, 2015

Date executed by Buyer: _____, 2015

FARMLAND RESERVE, INC.,
a Utah not-for-profit corporation

APPROVED AS TO FORM AND
LEGALITY FOR CFX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date executed by FRI: _____, 2015

Date executed by Legal: _____, 2015

REVISION 1 TO EXECUTION VERSION

Prepared by/Return to:

Jason E. Merritt
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32309

*VERSION approved by Light of Way
Committee on 5/4/2015*

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (this “**Declaration**”) is made effective as of _____, 201__, by FARMLAND RESERVE, INC., a Utah not-for-profit corporation, and SUBURBAN LAND RESERVE, INC., a Utah corporation (collectively, the “**Declarant**”).

WITNESSETH:

WHEREAS, Farmland Reserve, Inc. is the owner of the property more particularly described on Exhibit A-1 attached hereto and incorporated by reference (the “**Farmland Reserve Property**”); and

WHEREAS, Suburban Land Reserve, Inc. is the owner of the property more particularly described on Exhibit A-2 attached hereto and incorporated by reference (the “**Suburban Land Reserve Property**”); and

WHEREAS, Farmland Reserve, Inc. owns certain property adjacent to the Farmland Reserve Property more particularly described on Exhibit B-1 attached hereto and incorporated by reference herein (the “**Farmland Reserve Retained Property**”); and

WHEREAS, Suburban Land Reserve, Inc. owns certain property adjacent to the Suburban Land Reserve Property more particularly described on Exhibit B-2 attached hereto and incorporated by referenced herein (the “**Suburban Land Reserve Retained Property**” and, together with the Farmland Reserve Retained Property, the “**Retained Property**”); and

WHEREAS, Declarant desires to subject the Property to the covenants, conditions, easements and restrictions hereinafter set forth, each and all of which is and are for the benefit of the Declarant and of the Retained Property; and

WHEREAS, Declarant has agreed to convey the Property to the Central Florida Expressway Authority (“**CFX**”) subject to the covenants, conditions, easements and restrictions imposed by this Declaration, each and every one of which has been negotiated between Declarant and CFX, and each and every one of which is material to Declarant; and

WHEREAS, Declarant would be unwilling to convey the Property to CFX except subject to the covenants, conditions, easements and restrictions imposed by this Declaration; and

WHEREAS, CFX, by its acceptance of deeds to the Property, has agreed to accept the Property subject to the covenants, conditions, easements and restrictions imposed by this

Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property, unless otherwise expressly set forth in this Declaration, together with all improvements now or hereafter located thereon, and all operations thereon and uses made thereof, shall be subject to the covenants, conditions, easements and restrictions hereinafter set forth below; and the Property and any portion thereof shall be transferred, sold, conveyed, leased, hypothecated, encumbered, used, occupied and improved subject to the covenants, conditions, easements and restrictions set forth below, which shall run with the Property and be binding on all parties having any right, title, claim or interest in all or any portion of the Property, their heirs, legal and personal representatives, successors, transferees and assigns, and which shall inure to the benefit of each Declarant and the Declarant's successors and assigns.

DEFINED TERMS

"Commuter Rail Service" means passenger rail service whose ridership consists of passengers traveling within the Orlando-Kissimmee-Sanford Metropolitan Statistical Area, as the same is delineated by the United States Office of Management and Budget as of the date of this Declaration (the "Orlando-Kissimmee-Sanford MSA") as well as passengers from and within Brevard County, Florida traveling to points within the Orlando-Kissimmee-Sanford MSA and passengers from the Orlando-Kissimmee-Sanford MSA traveling to Brevard County, Florida.

"Declarant's successors and assigns" means any Person who has received an express assignment of Declarant's rights hereunder. In no event shall there be, at any point in time, more than two (2) Persons constituting Declarant hereunder, which Persons must always be either an owner of a portion of the Retained Property or an owner's association formed for the purpose of enforcing and invoking this Declaration, among its other purposes. Once a Declarant's successor and assign has succeeded to the Declarant's rights hereunder, then it shall constitute a "Declarant" hereunder until succeeded by another Person receiving an express assignment of rights hereunder from such Declarant. Notwithstanding any other provision of this Declaration, Declarant shall have the right to authorize other Persons from time to time who may own, use or occupy portions of the Retained Property to exercise and invoke any specific right, easement, reservation, and other privilege of the Declarant without completely assigning its status as Declarant to such Persons. Such Persons so authorized by Declarant are referred to herein as "Limited Assignees" and such Limited Assignees shall not be deemed to constitute Declarant's successors and assigns for purposes of this Declaration.

"Freight Rail Service" means rail service for the transport of freight or cargo and not passengers.

"Intercity Passenger Rail Service" means passenger rail service whose ridership consists of passengers traveling between two or more metropolitan areas and includes any and all uses and purposes incidental to passenger railroad operations, including without limitation, installing, placing, constructing, occupying, using, operating, altering, maintaining, repairing, renewing and replacing Intercity Passenger Rail Improvements that are reasonably necessary or legally required in connection with the provision of passenger railroad service, operating trains, cars, locomotives and other rail equipment for the movement of such intercity passengers

(including excursion and special passenger train service) and the provision of any and all on-board activities that are incidental and related to the transportation of passengers. As of the date of this Declaration, Intercity Passenger Rail Service shall consist of passenger rail service between Miami and Orlando. However, nothing in this Declaration shall be construed as precluding the expansion of the Intercity Passenger Rail Service to other metropolitan areas as destinations and nothing in this Declaration shall be construed as requiring the consent or approval of Declarant for such expansion of the Intercity Passenger Rail Service to other metropolitan areas as destinations.

“Intercity Passenger Rail Improvements” means all tracks, rails, railbeds, ties, ballast, access roads, switches, rail crossovers, utilities, signals and communication facilities, drainage facilities and any other improvements necessary to provide Intercity Passenger Rail Service within the Property, as well as incidental equipment related thereto to provide on-board services for the benefit of on-board rail passengers, such as telecommunication equipment to provide continuous Wi-Fi and cellular access for the benefit of on-board rail passengers. Further, the term **Intercity Passenger Rail Improvements** includes all cables, conduits, wires, antennae, pipes, low-mass poles for positive train control systems, culverts, equipment, fixtures and apparatus which may be or is proposed to be located on, over or under the Property necessary to provide Intercity Passenger Rail Service.

“Owner” means any Person from time to time owning any interest in any portion of the Property together with their successors, heirs and assigns, and shall also include all Persons claiming any right, title or interest in any portion of the Property by through or under such Owner.

“Person” means any individual, partnership, joint venture, limited liability company, limited partnership, corporation, trust or other entity.

“Property” means the Suburban Land Reserve Property and the Farmland Reserve Property, collectively.

“Rail Owners” means the owners or operators of any Intercity Passenger Rail Service or Intercity Passenger Rail Improvements whose ownership interest or operational rights in the Intercity Passenger Rail Service or the Intercity Passenger Rail Improvements is reflected in and can be determined by a search of the Official Records of Orange County, Florida or, alternatively, who have delivered written notice to Declarant of their ownership interest or operational rights in the Intercity Passenger Rail Service or Intercity Passenger Rail Improvements in accordance with Section 3.9 hereof.

“Retained Property” means Suburban Land Reserve Retained Property and the Farmland Reserve Retained Property, collectively.

“Transportation” means the movement of persons or property by any means of conveyance and, for purposes of this Declaration, specifically includes Intercity Passenger Rail Service, Commuter Rail Service and Freight Rail Service, whether or not owned or operated by CFX.

“Transportation Facility or Facilities” means “transportation facilities” as such term is

defined in Section 348.752(14), Florida Statutes (2014), including any “Road” or “Structure” as such terms are defined in Section 334.03, Florida Statutes (2014).

“**Utility**” means the sale, generation, provision, distribution, collection, transport, transmission, or delivery of gas, electricity, heat, water, oil, fuel, sewer service, reclaimed water, telephone service, telegraph service, radio service or telecommunication service, and also the construction, maintenance, repair, replacement, and operation of systems, equipment, fixtures, and other apparatus for sale, generation, provision, distribution, collection, transport or delivery of gas, electricity, heat, water, oil, fuel, sewer service, reclaimed water, telephone service, telegraph service, radio service or telecommunication service.

“**Utility Facility or Facilities**” means any and all cables, conduits, wires, antennae, pipes, culverts, towers, equipment, fixtures, apparatus and other systems and components owned or operated by a provider of Utility services for the provision of such Utility service which may be or is proposed to be located on, over or under the Property. The term Utility Facility or Utility Facilities expressly excludes utilities necessary to provide Intercity Passenger Rail Service, Freight Rail Service, or Commuter Rail Service within the Property, as well as incidental equipment related thereto to provide on-board services for the benefit of on-board rail passengers.

COVENANTS AND RESTRICTIONS

1. Rights Reserved by Declarant.

1.1 Crossing Rights. Declarant hereby expressly reserves to itself as well as to Declarant’s successors and assigns an easement to cross the Property perpendicularly or diagonally as follows:

(a) *Existing Crossings.* At Dallas Boulevard, Farm Access Road #1, Farm Access Road #2 and Monument Parkway (International Corporate Park Boulevard), all as more particularly depicted on Exhibit C-1 attached hereto and incorporated by reference (the “Existing Crossings”), Declarant shall have the right to enter upon such Existing Crossings and to travel over, on or across the same and, subject to the provisions of Section 1.1(d), the right to locate, construct, operate, maintain and replace Transportation Facilities and underground Utility Facilities crossing the Property at Existing Crossings. However, at such time as the Intercity Passenger Rail Improvements are constructed at Farm Access Road #1 and Farm Access Road #2, Declarant acknowledges that Declarant shall no longer have the right to cross the Property utilizing such existing roadways until such time as Declarant constructs improvements to such roadways to permit the elevated crossing of the Intercity Passenger Rail Improvements by such roadways (the design, construction and use of which elevated crossing(s) shall be subject to the provisions of Section 1.1(d) hereof).

(b) *Planned Crossings.* At those locations which are generally depicted on Exhibit C-2 attached hereto and incorporated by reference (the “Planned Crossings”), Declarant shall have the right, subject to the provisions of Sections 1.1(d), to locate, construct, operate, maintain and replace Transportation Facilities and under-ground

Utility Facilities crossing the Property at Planned Crossings.

(c) *New Crossings.* At locations other than at Existing Crossings or Planned Crossings, Declarant may propose such new requested Transportation Facilities or underground Utility Facilities which Declarant or any successor or assign of Declarant deems reasonably necessary in order to facilitate the development, use, maintenance or operation of the Retained Property and other property owned by the Declarant in the vicinity of the Property and the Retained Property (the “New Crossings”), provided that such New Crossings shall not interfere with the safe and uninterrupted operation of the Intercity Passenger Rail Service or any Transportation Facility. Prior to exercising its rights under this Section 1.1(c) regarding New Crossings, Declarant or Declarant’s successors and assigns shall first exercise best good-faith efforts to utilize any Existing Crossing or Planned Crossing and shall, to the maximum extent feasible, collocate improvements within either Existing Crossings or Planned Crossings so as to minimize the total number of crossings. Upon request for a New Crossing that satisfies the requirements of this Section 1.1(c), Declarant, or Declarant’s successors and assigns, and the Owners shall reasonably cooperate with one another with regard to the design, construction, operation and maintenance of any improvements or facilities constituting the New Crossing. Should CFX determine that a proposed New Crossing does not satisfy CFX’s right of way utilization regulations and procedures, CFX agrees to exercise best efforts to collaborate with Declarant or Declarant’s successors and assigns for purposes of addressing any issues identified with regard to the proposed New Crossing.

(d) *General Provisions Relating to Crossing Rights.* The exercise by Declarant, or any successor or assign of Declarant, of any of the rights granted by this Section 1.1 shall be subject to the following provisions:

(i) Plans for the construction or installation of Transportation Facilities or underground Utility Facilities which Declarant proposes to locate, construct, operate, maintain or replace on, within, over, under or across any Existing Crossing, Planned Crossing or New Crossing (a “Crossing”) and the existing State Road 528 right of way shall be subject to review by CFX in accordance with CFX’s standard right of way utilization regulations and procedures (including to the extent required thereunder, preparation and approval of an “Interchange Justification Report”). CFX, by virtue of acceptance of title to the Property agrees to timely process and consider all such requests for the construction or installation of such Transportation Facilities or underground Utility Facilities and will not unreasonably withhold, condition or delay approval of the same. Should CFX determine that any such proposed Transportation Facilities or underground Utility Facilities do not satisfy CFX’s right of way utilization regulations and procedures, CFX agrees to exercise best efforts to collaborate with Declarant or Declarant’s successors and assigns for purposes of addressing any issues identified therewith. Further, should such Transportation Facilities or underground Utility Facilities cross the Intercity Passenger Rail Improvements (a “Railway Crossing”), then the improvements constituting such Railway Crossing shall be subject to the review of the Rail Owners. In no event however shall any Rail Owner have the right to object to any Railway Crossing on

the basis of its location if it is proposed to be located within an Existing Crossing or any Planned Crossing, subject to the review rights of the Rail Owners. Further, by accepting any interest in the Property, the Rail Owners acknowledge the possibility of construction of Transportation Facilities at Existing Crossings and Planned Crossings in the manner generally depicted on Exhibits C-1 and C-2, respectively. Accordingly, the Rail Owners shall design the Intercity Passenger Rail Improvements in a manner to accommodate the Existing Crossings and Planned Crossings depicted on Exhibits C-1 and C-2.

(ii) Any construction, operation, maintenance, repair or replacement of any Transportation Facility or underground Utility Facility or Transportation Facility permitted within a Crossing or the existing State Road 528 right of way shall be performed in accordance with applicable laws, including CFX's applicable rules, regulations and procedures.

(iii) Any Transportation Facility or underground Utility Facility which Declarant may request to locate, construct, operate, maintain or replace at a Crossing may include rights of structural support as necessary for any such Transportation Facility or underground Utility Facility deemed necessary by Declarant or Declarant's successors and assigns for the construction of such Transportation Facility or underground Utility Facility within the Crossing.

1.2 Right to Construct Rail Spurs. Declarant hereby expressly reserves to itself as well as to Declarant's successors and assigns an easement under, through, over, across, upon, and above the Property for the purpose of constructing, repairing, replacing, maintaining, and operating rail spurs and necessary related facilities from the Retained Property to the Property which rail spurs may connect to one (1) or more additional tracks and associated facilities that may hereafter be located southerly of the Intercity Passenger Rail Improvements, wholly within the Property, and adjoining the southerly boundary thereof (the "Independent Track"). This Declaration does not provide Declarant with the right to connect any such rail spur to the Intercity Passenger Rail Improvements. Any connection of a rail spur to the Intercity Passenger Rail Improvements shall be subject to such terms as may be agreed upon by the Rail Owners and the owner of such Independent Track, including, among other things, terms that recognize the priority access rights of the Intercity Passenger Rail Service to use of the Intercity Passenger Rail Improvements, and terms that may, among other purposes, allow such spurs to be utilized for purposes of providing service to stations for Intercity Passenger Rail Service constructed upon the Retained Property (with the terms of such service to such stations also subject to such terms as may be agreed upon by the Rail Owners and Declarant or Declarant's successors and assigns).

1.3 Reservation of Utility Rights. In the event that CFX establishes a dedicated corridor for Utility Facilities within the boundaries of the Property or the existing State Road 528 right of way, as the same exists as of the date of this Declaration (a "Utility Corridor"), Declarant and Declarant's successors and assigns shall have the right to locate under-ground Utility Facilities within any such Utility Corridor in the same manner and upon the same terms as CFX permits third parties to occupy any such Utility Corridor, but only for and to the extent that Declarant's, or Declarant's successors and assigns, use of the Utility Corridor for Utility service is approved by CFX in accordance with CFX's right of way utilization regulations and

procedures (including if space permits). However, nothing contained in this Section 1.3 shall be deemed to obligate CFX to create a Utility Corridor. If a Utility Corridor is established and Declarant or Declarant's successors and assigns exercise their rights under this Section 1.3, such rights shall include, but shall not be limited to, the right to construct, install, inspect replace, operate, maintain and repair potable and reclaimed water transmission and distribution Utility Facilities within such Utility Corridor, subject to CFX's review and approval in accordance with CFX's right of way utilization regulations and procedures. Declarant and Declarant's successors and assigns shall also have the right, subject to compliance with CFX's right of way utilization regulations and procedures, to connect to any Utility Facility owned by a third party Utility provider which may be constructed within any such Utility Corridor for purposes of furnishing Utility service to the Retained Property or additional property owned by Declarant in the vicinity of the Property and the Retained Property. The exercise of the right to connect to Utility Facilities owned by third parties shall be subject to such terms as may be agreed upon by the owner of the subject Utility Facility and Declarant or Declarant's successors and assigns, as the case may be. Further, Declarant and Declarant's successors and assigns shall not exercise such rights in a manner which interferes with the safe and uninterrupted operation of the Intercity Passenger Rail Service or any Transportation Facility or Utility Facility on the Property. The rights of Declarant and Declarant's successors and assigns under this Section 1.3 shall not include the right to connect to any Utility Facility (including any communication facility, system or network) which exclusively provides services to the Intercity Passenger Rail Service.

1.4 Maintenance. For so long as the Intercity Passenger Rail Improvements are owned by the Rail Owners, the Rail Owners shall maintain the portion of the southerly one hundred feet (100') of the Property (and any improvements thereon) utilized for Intercity Passenger Rail Service, and CFX shall maintain the southerly one hundred feet (100') of the Property (and any improvements thereon), except that portion utilized for Intercity Passenger Rail Service. At such time, if ever, that the Intercity Passenger Rail Improvements may be owned by CFX, then CFX shall thereafter assume responsibility for maintaining the portion of Property formerly utilized for Intercity Passenger Rail Service; provided however, such maintenance responsibility shall not obligate CFX to maintain any portion of the Intercity Passenger Rail Improvements in an operable condition. For purpose of this Section 1.4, the terms "maintain" or "maintaining" shall mean keeping the subject property or improvements in a clean, safe, and sanitary condition, free and clear of trash and debris of any kind, and of overgrowth of grass, weeds, brush, and other growth, consistent with CFX maintenance standards for its system generally. For so long as the Intercity Passenger Rail Improvements are owned by the Rail Owners and are being utilized for Intercity Passenger Rail Service, the Intercity Passenger Rail Improvements shall be maintained in a manner consistent with Federal Railroad Administration ("FRA") regulations applicable to FRA Class 6 and American Railway Engineering and Maintenance of Way Association ("AREMA") standards.

2. Covenants Relating to the International Corporate Park and Innovation Way East Developments of Regional Impact. No Owner shall succeed to or otherwise receive any of the rights, authority, or interests arising from or relating to the International Corporate Park Development of Regional Impact (the "DRI") or to the proposed Innovation Way East Development of Regional Impact or arising from the Development Order issued pursuant thereto, and all such rights are hereby reserved to Suburban Land Reserve, Inc. ("SLR"). Without limiting the foregoing, no Owner shall receive any vehicle trips or other capacity, services, or

development rights whatsoever, provided by or permitted under the DRI. Any and all Owners shall execute and deliver such documents, and take such other actions, as SLR may reasonably require in order to remove the Suburban Land Reserve Property from the DRI and demonstrate that Owner receives no rights arising from or with respect thereto. Likewise, to the extent required by law, SLR will execute and deliver such documents, and take such other actions as any Owner may reasonably require in order to amend and modify the DRI to clarify and confirm that the Property may be used for road and/or rail purposes and that no Owner shall have any obligations under or related to the DRI or arising from the Development Order issued pursuant thereto. Relating to the DRI, any Owner, by its acceptance of title or any other interest in and to the Property agrees as follows:

No Owner shall have any right to amend or modify the Development Order, or to preclude, obstruct, challenge, or otherwise impede any effort by SLR, or any successor or assign of SLR, to amend or modify the Development Order, except to the extent that any such amendment or modification precludes, in a material and adverse way the enjoyment of rights expressly granted to such Owner pursuant to this Declaration.

No Owner shall have any right to use or invoke rights relating to, existing governmental permits, development approvals, development orders, developer agreements, certificates, prepaid impact fees and impact fee credits, zoning approvals and amendments, land use approvals and amendments, reservations and other commitments for utilities services, and other entitlements.

Owners shall make reasonable efforts to retain, detain, and treat on the Property all surface waters originating on the Property. SLR and any Owner may also agree to reasonably consider paying for and sharing stormwater facilities if such sharing would be mutually beneficial to both parties. No Owner shall have any right to drain such surface waters in master stormwater facilities located on the Retained Property, without Declarant's written approval.

SLR hereby discloses to any and all Owners SLR's intentions to develop the Suburban Land Reserve Retained Property as well as properties that belong to FRI and that SLR has, or may hereafter acquire, the right to purchase. Those lands may be developed for diverse uses, including without implied limitation, single family residential, multifamily residential, professional office, commercial retail, and industrial. Any Owner acquiring title or any other interest in and to any portion of the Property agrees by virtue of its acquisition of such title or any other interest subject to the provisions of this Declaration that such Owner shall not at any time hereafter, directly or indirectly, challenge, oppose, or otherwise obstruct or impede SLR's (or its successors in interest's) efforts to develop adjacent lands, including without implied limitation efforts to secure governmental approvals and entitlements for such developments, except to the extent that such efforts or such development preclude in a material and adverse way the enjoyment of rights expressly granted to such Owner pursuant to this Declaration.

3. **Miscellaneous.**

3.1 **Enforcement.** Declarant or Declarant's successors and assigns, may enforce the rights arising hereunder, by any proceeding at law or in equity against any Person or Persons violating any of the same, either to restrain or enjoin violation, or the threatened violation, or to recover damages, or both, and to enforce any right created pursuant to this Declaration; and the

failure or forbearance by Declarant or Declarant's successors and assigns to enforce any of such rights shall in no event be deemed a waiver of the right to do so thereafter. Likewise, each Owner, including each Rail Owner, may enforce the rights arising hereunder, by any proceeding at law or in equity against any Person or Persons violating any of the same, including the Declarant, either to restrain or enjoin violation, or the threatened violation, or to recover damages, or both, and to enforce any right created pursuant to this Declaration; and the failure or forbearance by any such Owner or such Owner's successors and assigns to enforce any of such rights shall in no event be deemed a waiver of the right to do so thereafter. Any Owner acquiring title to any portion of the Property shall be irrebuttably presumed to have accepted and be bound by the provisions of this Declaration and hold title to any such portion of the Property subject to the provisions of this Declaration. Any successor or assign of Declarant acquiring rights under this Declaration shall be irrebuttably presumed to have accepted and be bound by the provisions of this Declaration and its rights shall be subject to the provisions of this Declaration.

3.2 Attorney's Fees. Should any litigation arise between Declarant or Declarant's successors and assigns, and any Owner or other third party subject to the terms of this Declaration concerning or arising out of this Declaration, including, but not limited to, actions for damages, specific performance, declaratory, injunctive or other relief, and whether at law or in equity, and including appellate and bankruptcy proceedings as well as the trial level, the prevailing party in any such litigation or proceeding shall be entitled to recover reasonable attorneys' fees and costs. Provided however, this Section 3.2 shall not apply to any Owner which is a governmental agency (a "Governmental Owner"); therefore, attorney's fees shall not be assessed against any Governmental Owner pursuant to this Section 3.2 nor may attorney's fees be recovered by any Governmental Owner pursuant to this Section 3.2.

3.3 Amendment. This Declaration may be amended, modified or restated only upon the recordation of an instrument executed by (a) Declarant or a successor or assign of Declarant who has received an express assignment of any or all of Declarant's rights hereunder and (b) the then-current Owners of the Property.

3.4 Severability. Invalidation of any part of this Declaration by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

3.5 Captions. The captions contained in this Declaration are for convenience only, are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

3.6 Beneficiaries of Rights and Privileges.

(a) The rights and privileges established, created and granted by this Declaration to Declarant shall continue for so long as this Declaration shall remain in effect and be for the benefit of, and restricted solely to, the Declarant, Limited Assignees (but only to the extent of their express authorization by a Declarant), and Declarant's successors and assigns, but shall not run with title to or benefit the Retained Property.

(b) The rights, privileges, benefits, and burdens established, created and

granted by this Declaration to Owners shall be for the benefit of then current Owners of the Property, shall be perpetual, shall run with title to and bind the Property, and shall survive any destruction, reconstruction and relocation of the physical structures and facilities which from time to time may be located thereon, unless the other terms and provisions of the Declaration specifically provide that such rights or privileges shall terminate.

3.7 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by (a) the Declarant or any successor or assign of Declarant who has received an express assignment of Declarant's rights hereunder and (b) the then current Owners, until December 31, 2063, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless at least one (1) year before the then scheduled termination date an instrument signed by Declarant and the then Owners is recorded in the Official Records of Orange County, Florida changing or terminating said covenants and restrictions in whole or in part.

3.8 Applicable Law. This Declaration shall be construed under and in accordance with the laws of the State of Florida. Venue for any lawsuit filed relating to this Declaration shall be exclusively in the state courts located within Orange County, Florida.

3.9 Address for Furnishing Notices to Declarant. Any notice shall be deemed to have been fully delivered when made in writing and personally delivered by hand, sent by registered or certified mail, postage prepaid, return receipt requested, or sent by nationally recognized commercial courier for next business day delivery to, as applicable, (a) the last known address of each Owner as reflected in any recorded instrument filed in the Official Records of Orange County, Florida evidencing each such Owner's interest in the Property or, alternatively, as reflected in any written notice to delivered to Declarant hereunder describing such Owner's interest in the Property, or (b) the addresses for each Declarant and CFX as set forth below.

If to Suburban Land
Reserve, Inc:

Suburban Land Reserve, Inc.
79 S. Main Street, Suite 500
Salt Lake City, Utah 84111
Attention: _____

If to Farmland Reserve, Inc: Farmland Reserve, Inc.
79 S. Main Street, Suite 1000
Salt Lake City, Utah 84111
Attention: _____

Notices to SLR and FRI
also to be copied to:

Office of the General Counsel
50 East North Temple Street 2WW
Salt Lake City, Utah 84150
Attention: Associate General Counsel
(Domestic)

Telephone: (801) 240-6100
Facsimile: (801) 240-2200

If to CFX:

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attention: Executive Director

Any Owner, which for purposes of this Section 3.9 includes a Rail Owner, and either Suburban Land Reserve, Inc. or Farmland Reserve, Inc. may change the address at which to receive notices under this Declaration or the party to whom any notice required hereunder should be directed by filing a notice to such effect in the Real Property Records of Orange County, Florida and by delivering a copy of such notice to Declarant and CFX at the addresses set forth above (or at such current address which may then apply).

3.10 Nature of Declaration. The terms of this Declaration have been negotiated at arm's length between Declarant and CFX, and this Declaration is a part of a larger transaction for the voluntary sale of the Property by the Declarant to CFX. Accordingly, this Declaration and each and every provision hereof is an integral component of the overall transaction for the sale of the Property and in the absence of each and every provision of this Declaration, Declarant would not have proceeded with the sale of the Property. By its acceptance of the deeds to the Property, CFX acknowledges and agrees that it has accepted and consented to each and every provision of this Declaration.

3.11 Sovereign Immunity. Nothing in this Declaration shall constitute or be construed as a waiver by CFX, or by any subsequent Owner that is a state agency or subdivision (as defined in Section 768.28(2), Florida Statutes (2014)), of its right to assert sovereign immunity as set forth in Section 768.28, Florida Statutes (2014), as amended, (or other statutes or law which may be applicable to CFX or any such Owner) either as to whether the cause of action exists under Florida law or as to the maximum limits of liability thereunder.

3.12 Exhibits. The following Exhibits are attached to this Declaration and by this reference made a part hereof:

Exhibit A-1	Legal Description of the Farmland Reserve Property
Exhibit A-2	Legal Description of the Suburban Land Reserve Property
Exhibit B-1	Legal Description of the Farmland Reserve Retained Property
Exhibit B-2	Legal Description of the Suburban Land Reserve Retained Property
Exhibit C-1	Existing Crossings
Exhibit C-2	Planned Crossings

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

Signed, sealed and delivered
in the presence of:

FARMLAND RESERVE, INC.
a Utah not-for-profit corporation

Witness Signature

Print Name

By: _____

Print Name: _____

Title: _____

Witness Signature

Print Name

79 S. Main Street, Suite 1000
Salt Lake City, Utah 84111
Attn: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____ as _____ of FARMLAND RESERVE, INC., a Utah not-for-profit corporation, on its behalf.

Signature of Notary Public

(SEAL)

Name of Notary Public
(Typed, Printed or Stamped)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

Signed, sealed and delivered
in the presence of:

SUBURBAN LAND RESERVE, INC., a
Utah corporation

Witness Signature

Print Name

Witness Signature

Print Name

By: _____

Print Name: _____

Title: _____

79 S. Main Street, Suite 500

Salt Lake City, Utah 84111

Attn: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
_____, 201____, by _____ as _____
of SUBURBAN LAND RESERVE, INC., a Utah corporation, on its behalf.

Signature of Notary Public

(SEAL)

Name of Notary Public
(Typed, Printed or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

EXHIBIT A-1

LEGAL DESCRIPTION OF THE FARMLAND RESERVE PROPERTY

[To be inserted upon completion of survey]

EXHIBIT A-2

LEGAL DESCRIPTION OF THE SUBURBAN LAND RESERVE PROPERTY

[To be inserted upon completion of survey]

EXHIBIT B-1

LEGAL DESCRIPTION OF THE FARMLAND RESERVE RETAINED PROPERTY

[To be inserted upon completion of survey]

EXHIBIT B-2

**LEGAL DESCRIPTION OF THE SUBURBAN LAND RESERVE RETAINED
PROPERTY**

[To be inserted upon completion of survey]

EXHIBIT C-1

EXISTING CROSSINGS

EXHIBIT C-2
PLANNED CROSSINGS

ORLDOCS 14005014 6

**FOURTH AMENDMENT TO
CONTRACT OF SALE AND PURCHASE**

THIS FOURTH AMENDMENT TO CONTRACT OF SALE AND PURCHASE (this "Amendment") is effective as of March 12, 2015, (the "Amendment Effective Date") by and between SUBURBAN LAND RESERVE, INC., a Utah corporation, ("SLR") and FARMLAND RESERVE, INC., a Utah not-for-profit corporation, ("FRI") and, together with SLR, the "Seller") and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY as successor in interest to the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes (the "Buyer").

RECITALS:

WHEREAS, Seller and Buyer heretofore entered into that certain Contract of Sale and Purchase dated as of November 11, 2013 (the "Agreement"); and

WHEREAS, Seller and Buyer amended the Agreement by virtue of that certain First Amendment to Contract of Sale and Purchase dated April 24, 2014 (the "First Amendment"); and

WHEREAS, Seller and Buyer further amended the Agreement by virtue of that certain Second Amendment to Contract of Sale and Purchase dated August 22, 2014 (the "Second Amendment"); and

WHEREAS, Seller and Buyer further amended the Agreement by virtue of that certain Third Amendment to Contract of Sale and Purchase dated November 24, 2014 (the "Third Amendment", with the Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment now hereinafter collectively referred to as the "Agreement"); and

WHEREAS, Seller and Buyer desire to amend the Agreement to further extend the Inspection Period; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

AGREEMENTS:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated into this Amendment in their entirety.

2. Definitions. Capitalized terms used but otherwise not defined herein shall have the meaning ascribed to such terms in the Agreement.

3. Due Diligence Period. The Inspection Period (as defined in Paragraph 5(b) of the Agreement) is hereby further extended until 5:00 P.M. (New York, NY time) on June 1, 2015. ← This extension of the Inspection Period is not intended to, and shall not be deemed to, extend any other date or deadline prescribed by the Agreement, except the deadlines in Paragraph 4(a) of the

IN WITNESS WHEREOF, this Amendment has been duly executed as of the Amendment Effective Date.

SELLER

BUYER

SUBURBAN LAND RESERVE, INC.,
a Utah corporation

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY as successor in interest to the
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY, a body
corporate and politic existing pursuant to
Chapter 348, Florida Statutes

By: _____

By: Joseph A. Berenis

Name: _____

Name: Joseph A Berenis

Title: _____

Title: Dep Exe Director

Date executed by SLR: _____, 2015

Date executed by Buyer: 3/17, 2015

FARMLAND RESERVE, INC.,
a Utah not-for-profit corporation

APPROVED AS TO FORM AND
LEGALITY for CFX

By: [Signature]

By: Joseph L Passicore

Name: K Eric Jacobson

Name: Joseph L Passicore

Title: President

Title: CFX General Counsel

Date executed by FRI: 3-4, 2015

Date executed by Legal: 3/12, 2015

THIRD AMENDMENT TO
CONTRACT OF SALE AND PURCHASE

THIS THIRD AMENDMENT TO CONTRACT OF SALE AND PURCHASE ("**Amendment**") is effective as of Dec. 11, 2014 ("**Amendment Effective Date**"), by and between SUBURBAN LAND RESERVE, INC., a Utah corporation ("SLR"), and FARMLAND RESERVE, INC., a Utah not-for-profit corporation ("FRI" and, together with "SLR," the "Seller") and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY as successor in interest to the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes (the "**Buyer**").

RECITALS:

WHEREAS, Seller and Buyer heretofore entered into that certain Contract of Sale and Purchase dated as of November 11, 2013 (the "**Agreement**"); and

WHEREAS, Seller and Buyer amended the Agreement by virtue of that certain First Amendment to Contract of Sale and Purchase dated April 24, 2014 (the "First Amendment").

WHEREAS, Seller and Buyer amended the Agreement by virtue of that certain Second Amendment to Contract of Sale and Purchase dated August 22, 2014 (the "Second Amendment"). (The Agreement, as amended by the First Amendment and the Second Amendment is now hereinafter collectively referred to as the "Agreement".)

WHEREAS, Seller and Buyer desire to amend the Agreement to further extend the Inspection Period; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

AGREEMENTS:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this Amendment in their entirety.
2. **Definitions.** Capitalized terms used but otherwise not defined herein shall have the meaning ascribed to such terms in the Agreement.
3. **Due Diligence Period.** The **Inspection** Period (as defined in Section 5(b) of the Agreement) is hereby further extended until 5:00 P.M. (New York, NY time) on **March 13, 2015**. This extension of the Inspection Period is not intended to, and shall not be deemed to, extend any other date or deadline prescribed by the Agreement, except the deadlines in Section 4(a) relating to delivery of the Additional Deposit of Five Thousand and 00/100 Dollars (\$5,000.00). The extension of the Inspection Period shall not extend the Outside Closing Date described in Section 6 of the Agreement which shall remain June 30, 2015.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the Amendment Effective Date.

SELLER

SUBURBAN LAND RESERVE, INC., a
Utah corporation

By: [Signature]
Name: STEVEN D. DUNN
Title: PRESIDENT

Date executed by SLR: 11/24, 2014

FARMLAND RESERVE, INC., a Utah not-
for-profit corporation

By: _____
Name: _____
Title: _____

Date executed by FRI: _____, 2014

BUYER

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY as successor in interest to the
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY, a body
corporate and politic existing pursuant to
Chapter 348, Florida Statutes

By: _____
Name: _____
Title: _____

Date executed by Buyer: _____, 2014

APPROVED AS TO FORM AND
LEGALITY

By: _____
Name: _____
Title: _____

Date executed by Legal
_____, 2014

**SECOND AMENDMENT TO
CONTRACT OF SALE AND PURCHASE**

THIS SECOND AMENDMENT TO CONTRACT OF SALE AND PURCHASE (“**Amendment**”) is effective as of Aug. 22, 2014 (“**Amendment Effective Date**”), by and between SUBURBAN LAND RESERVE, INC., a Utah corporation (“SLR”), and FARMLAND RESERVE, INC., a Utah not-for-profit corporation (“FRI” and, together with “SLR,” the “Seller”) and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, as successor to the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes (the “**Buyer**”).

RECITALS:

WHEREAS, Seller and Buyer heretofore entered into that certain Contract of Sale and Purchase dated as of November 11, 2013 (the “**Agreement**”); and

WHEREAS, Seller and Buyer amended the Agreement by virtue of that certain First Amendment to Contract of Sale and Purchase dated April 24, 2014.

WHEREAS, Seller and Buyer desire to amend the Agreement to further extend the Inspection Period; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

AGREEMENTS:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this Amendment in their entirety.
2. **Definitions.** Capitalized terms used but otherwise not defined herein shall have the meaning ascribed to such terms in the Agreement.
3. **Due Diligence Period.** The Inspection Period (as defined in Section 5(b) of the Agreement) hereby extended until 5:00 P.M. (New York, NY time) on December 31, 2014. This extension of the Inspection Period is not intended to, and shall not be deemed to, extend any other date or deadline prescribed by the Agreement, except the deadlines in Section 4(a) relating to delivery of the Additional Deposit of Five Thousand and 00/100 Dollars (\$5,000.00) and Section 5(b) relating to Buyer’s obtaining MAI Appraisals of the Property. The extension of the Inspection Period shall not extend the Outside Closing Date described in Section 6 of the Agreement which shall remain June 30, 2015.
4. **Title Commitment.** Buyer delivered the Initial Notice (pursuant to Section 8(a)(i) of the Agreement) on June 10, 2014. Section 8(a)(ii) of the Agreement is amended to extend to September 10, 2014 the deadline for Seller to furnish notice to Buyer of whether Seller will attempt to cure or elect not to cure any objection identified in the Initial Notice.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the Amendment Effective Date.

SELLER

SUBURBAN LAND RESERVE, INC., a
Utah corporation

By: [Signature]
Name: Carl D. Dine
Title: Vice President

Date executed by SLR: _____, 2014

FARMLAND RESERVE, INC., a Utah not-
for-profit corporation

By: _____
Name: _____
Title: _____

Date executed by FRI: _____, 2014

BUYER

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, as successor in interest to the
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY, a body
corporate and politic existing pursuant to
Chapter 348, Florida Statutes

By: [Signature]
Name: Joseph A. Berenis
Title: Dep. Exec. Director

Date executed by Buyer: 8/22, 2014

APPROVED AS TO FORM AND
LEGALITY

By: [Signature]
Name: Joseph L. Passalunghi
Title: CFE General Counsel

Date executed by Legal
8/21, 2014

FIRST AMENDMENT TO
CONTRACT OF SALE AND PURCHASE

THIS FIRST AMENDMENT TO CONTRACT OF SALE AND PURCHASE ("Amendment") is effective as of April 24, 2014 ("Amendment Effective Date"), by and between SUBURBAN LAND RESERVE, INC., a Utah corporation ("SLR"), and FARMLAND RESERVE, INC., a Utah not-for-profit corporation ("FRI" and, together with "SLR," the "Seller") and the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes (the "Buyer").

RECITALS:

WHEREAS, Seller and Buyer heretofore entered into that certain Contract of Sale and Purchase dated as of November 11, 2013 (the "Agreement"); and

WHEREAS, pursuant to e-mails dated April 1, 2014 from counsel for SLR and FRI, SLR and FRI agreed to extend the Inspection Period to April 24, 2014.

WHEREAS, Seller and Buyer desire to amend the Agreement in certain respects; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

AGREEMENTS:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated into this Amendment in their entirety.
2. Definitions. Capitalized terms used but otherwise not defined herein shall have the meaning ascribed to such terms in the Agreement.
3. Due Diligence Period. The extension of the Inspection Period (as defined in Section 5(b) of the Agreement) to April 24, 2014 is hereby ratified and the Inspection Period is hereby further extended until 5:00 P.M. (New York, NY time) on June 26, 2014. This extension of the Inspection Period is not intended to, and shall not be deemed to, extend any other date or deadline prescribed by the Agreement, except the deadlines in Section 4(a) relating to delivery of the Additional Deposit of Five Thousand and 00/100 Dollars (\$5,000.00) and Section 5(b) relating to Buyer's obtaining MAI Appraisals of the Property. The extension of the Inspection Period shall not extend the Outside Closing Date described in Section 6 of the Agreement which shall remain June 30, 2015.
4. Title Commitment -- Initial Notice. Section 8(a)(i) of the Agreement is amended to extend to June 10, 2014, the date by which the Buyer shall have to examine the Title Commitment, the Exception Documents and the Survey, and to give Seller written notice (the "Initial Notice") of objections which render Seller's title less than good and marketable fee simple title.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the Amendment Effective Date.

SELLER

SUBURBAN LAND RESERVE, INC., a
Utah corporation

By: [Signature]
Name: STEVEN DOWNEY
Title: PRESIDENT LO

Date executed by SLR: _____, 2014

FARMLAND RESERVE, INC., a Utah not-
for-profit corporation

By: [Signature]
Name: Paul C. Genho
Title: President

Date executed by FRI: Apr 24, 2014

BUYER

ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY, a body
corporate and politic existing pursuant to
Chapter 348, Florida Statutes

By: [Signature]
Name: Walter A. Kefauver, Jr.
Title: Chairman

Date executed by Buyer: 4/29, 2014

APPROVED AS TO FORM AND
LEGALITY

By: [Signature]
Name: _____
Title: DOCEA General Counsel

Date executed by Legal
4/30, 2014

RECEIVED
CONTRACTS DEPT

CAS 4/30/14
SIGNATURE / DATE

CONTRACT OF SALE AND PURCHASE

THIS CONTRACT OF SALE (this "Contract"), dated as of the Effective Date, is by and between SUBURBAN LAND RESERVE, INC., a Utah corporation ("SLR"), and FARMLAND RESERVE, INC., a Utah not-for-profit corporation ("FRI" and, together with "SLR," the "Seller") and the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes ("Buyer"). The effective date of this Contract (the "Effective Date") shall be the last date on which this Contract shall be signed by Seller or Buyer, as indicated below by their respective executions hereon.

RECITALS:

A. SLR is the owner of certain real property generally located in Section 36, Township 23 South, Range 31 East and in Section 31, Township 23 South, Range 32 East in Orange County, Florida (the "SLR Property").

B. FRI is the owner of certain real property generally located in Sections 32, 33, 34, 35 and 36, Township 23 South, Range 32 East and in Sections 31, 32, 33, 34, 35 and 36, Township 23 South, Range 33 East (the "FRI Property").

C. Buyer is a body corporate and politic existing pursuant to Chapter 348, Florida Statutes, and is charged with the responsibility of operating the "Orlando-Orange County Expressway System" as the same is more particularly defined in Part III of Chapter 348, Florida Statutes.

D. Among the facilities operated by Buyer is that portion lying west of State Road 520 of a certain expressway commonly known as the "Martin Anderson Beachline Expressway," which is designated by the Florida Department of Transportation ("DOT") as State Road 528 ("SR 528").

E. SR 528 bisects the SLR Property and the FRI Property.

F. Buyer, in conjunction with DOT, has conducted preliminary studies regarding the feasibility of expanding SR 528 from its present configuration to 8 lanes.

G. Buyer, Seller and DOT acknowledge that All Aboard Florida – Operations LLC, a Delaware limited liability company ("AAF"), has proposed the creation of "Intercity Passenger Rail Service" as such term is more particularly defined in the Declaration of Restrictions referenced in Paragraph 8(c) below).

H. Buyer and/or DOT desires to acquire a portion of the SLR Property and a portion of the FRI Property under threat of condemnation, in order to improve the potential of expanding SR 528 from its present configuration to 8 lanes and to facilitate the establishment of the Intercity Passenger Rail Service in a manner which does not negatively affect Buyer's ability to so expand SR 528.

I. SLR and FRI acknowledge that following the execution of this Contract, Buyer intends to enter into an agreement with AAF or another Intercity Passenger Rail Service operator

acceptable to Buyer (collectively, the "Intercity Passenger Rail Operator") permitting the use of a portion of the Property by the Intercity Passenger Rail Operator for purposes of operating the Intercity Passenger Rail Service.

J. SLR and FRI are each agreeable to selling to Buyer a portion of their respective property on the terms and conditions contained herein.

IT IS THEREFORE agreed by the parties hereto, in consideration of TEN DOLLARS (\$10.00) in hand paid, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each being legally advised in the premises and intending to be legally bound hereby, as follows:

1. RECITALS. The foregoing recitals are true and are incorporated as terms.
2. PURCHASE AND SALE OF PROPERTY. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, all those certain lots, tracts or parcels of real estate more particularly described on Exhibit A attached hereto, together with any rights, ways and easements appurtenant thereto, including, without limitation, all of Seller's right, title and interest in and to the land underlying and the air space overlying any public or private ways or streets crossing or abutting said real estate, if any, subsurface rights, mineral rights, riparian and littoral rights (the "Property").

Notwithstanding the foregoing, the Property does not include, and Seller shall not be deemed to convey or otherwise release or relinquish any right, title, claim, or interest of Seller, if any, relating to any portion of the existing SR 528 right-of-way previously conveyed by Seller or any predecessor-in-interest of Seller; provided, however, if the transaction contemplated herein closes, Seller will not (i) assert any such right, title, claim or interest in opposition to the utilization of the existing SR 528 right of way for roadways or Intercity Passenger Rail Service, only as contemplated herein, or (ii) seek any further compensation or consideration for the utilization of such existing SR 528 right of way for roadways or Intercity Passenger Rail Service, only as contemplated herein. Buyer and Seller acknowledge that, prior to Closing, the description of the Property may need to be revised or adjusted in order to accommodate revisions in Buyer's and/or the Intercity Passenger Rail Operator's right-of-way needs as design work progresses for expansion of SR 528 to eight lanes and for the construction of rail facilities for the Intercity Passenger Rail Operator's Intercity Passenger Rail Service. Buyer and Seller agree to cooperate with one another to accommodate such revisions or adjustments to the description of the Property as may be reasonably necessary. Provided, however, any revision or adjustment to the description of the Property agreed upon by Buyer and Seller shall be memorialized by an amendment to this Contract. Further, Buyer and Seller acknowledge that at such time that Buyer obtains a survey of the Property that the legal description of the Property as provided on the survey may be substituted for the description of the Property set forth on the attached Exhibit A, as the same may be amended. Further, Seller shall have no obligation to increase or otherwise modify the description of the Property to the extent it falls within the boundaries of the International Corporate Park Development of Regional Impact or the proposed Innovation Way East Development of Regional Impact (collectively, the "DRI") and any amendment to the attached Exhibit A relating to property within the DRI shall be made in Seller's sole discretion.

3. PURCHASE PRICE. The purchase price for the Property shall be TWELVE MILLION AND NO/100THS DOLLARS (\$12,000,000.00) (the "Purchase Price") payable in U.S. Dollars. The Purchase Price shall be allocated between SLR and FRI as follows:

SLR share of Purchase Price	\$3,000,000.00
FRI share of Purchase Price	\$9,000,000.00

Notwithstanding the foregoing, if the total gross area of the SLR Property to be acquired hereunder (excluding any such area needed for drainage ponds to accommodate the utilization of the Property for road and/or rail purposes (the "SLR Ponds")) ultimately exceeds 46.154646 acres, then the Purchase Price Buyer shall pay shall increase by the equivalent of \$65,000.00 for each additional acre (and the appropriate percentage of that amount for each fractional acre). Further, if the total gross area of the FRI Property (including any such area needed for drainage ponds to accommodate the utilization of the Property for road and/or rail purposes) ultimately exceeds 280 acres, then the Purchase Price Buyer shall pay shall increase by the equivalent of \$32,000.00 for each additional acre (and the appropriate percentage of that amount for each fractional acre). The Purchase Price shall not be reduced, however, for any reason, including without implied limitation the gross area contained within the Property, environmental constraints affecting the Property, other conditions affecting the suitability of the Property for Buyer's intended purpose, or other matters.

The net balance of the Purchase Price due each Seller shall be paid by funds wire transferred to one or more accounts designated by such Seller at Closing hereunder (subject to credits, adjustments and prorations as provided for by Paragraph 7).

4. DEPOSIT.

(a) Within three (3) business days after the Effective Date, Buyer shall deliver to BURR & FORMAN LLP, as escrow agent ("Escrow Agent") the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (which sum, together with all interest actually earned thereon during the term of this Contract, is herein called the "Initial Deposit"). If Buyer does not terminate this Contract pursuant to Paragraph 5, then within three (3) business days after expiration of the Inspection Period, Buyer shall deliver to Escrow Agent the additional sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (which sum, together with all interest actually earned thereon during the term of this Contract, is herein called the "Additional Deposit"). (The Initial Deposit and the Additional Deposit are herein sometimes collectively called the "Deposit").

(b) Throughout the term of this Contract, Escrow Agent shall hold and disburse the Deposit in accordance with the terms and conditions of this Contract, including, without limitation, the terms and conditions set forth on Exhibit B attached hereto.

(c) On the Closing Date, the Deposit will be proportionately applied in the same manner as the Purchase Price is allocated between SLR and FRI as partial payment of the Purchase Price.

5. INSPECTIONS.

(a) Access. From and after the Effective Date, Buyer shall have the continuing right to enter upon the Property at any time for the purpose of performing surveying, engineering, environmental tests and studies, test borings and such other investigatory work as Buyer shall consider appropriate and to conduct any tests necessary to satisfy Buyer as to the suitability of the Property for Buyer's purposes, and Seller hereby grants to Buyer a limited right of access to permit Buyer's examinations and inspections (including access through all applicable gated entrances as may be necessary to reach the Property), subject to the terms and provisions hereof. Seller further agrees to furnish the Intercity Passenger Rail Operator with access to the Property in accordance with such reasonable terms as may be agreed between Seller and the Intercity Passenger Rail Operator pursuant to a separate written agreement. Buyer shall provide Seller prior notice of any entry onto the Property by Buyer or its agents in accordance with the terms of this Contract. In the event any of Buyer's inspections require that the condition of the Property be materially changed from that which presently exists, Buyer shall be responsible for seeing that the Property is promptly restored to substantially its condition as of the Effective Date. To the extent Seller allows the Intercity Passenger Rail Operator access to the Property and the Intercity Passenger Rail Operator's inspections require that the condition of the Property be materially changed from that which presently exists, Seller will require the Intercity Passenger Rail Operator, under a separate agreement, to be responsible for seeing that the Property is promptly restored to substantially its condition as of the Effective Date. Further, no invasive environmental testing upon the Property may be conducted by Buyer absent the written consent of Seller, which consent will not be unreasonably withheld, conditioned or delayed, and in any event shall not be withheld if such invasive testing is based upon the recommendation of a qualified environmental consultant and Buyer furnishes evidence of such recommendation together with a proposed scope of work for such invasive testing (which scope of work shall also be subject to Seller's reasonable review and approval). Buyer agrees to defend, indemnify and hold Seller harmless from any loss, damages, liability, obligations, costs, expenses and fees (including reasonable attorneys' and paralegals' fees) resulting from: (i) claims for injury to person or damage to property, to the extent directly resulting from the activities of Buyer or Buyer's agents or designees on the Property; or (ii) liens on the Property filed by contractors, materialmen or laborers performing work and test(s) for Buyer. The Intercity Passenger Rail Operator shall not be deemed to be one of Buyer's agents or designees.

(b) Inspection Period; Termination. Buyer shall have a period commencing as of the Effective Date and terminating on April 1, 2014 (the "Inspection Period"), in which to determine, in Buyer's sole discretion, whether the Property is suitable to Buyer. Without limiting the foregoing, prior to the end of the Inspection Period, Buyer shall have the right to obtain one or more MAI Appraisals of the Property confirming that the fair market value of the Property and other consideration described herein (including, but not limited to, Seller's foregoing of any further compensation or consideration for the utilization of the existing SR 528 right of way for roadways or Intercity Passenger Rail Service, as contemplated herein) is acceptable to Buyer in Buyer's sole discretion. In the event that Buyer shall determine that the Property is unsuitable for any reason whatsoever,

then Buyer shall have the right, at Buyer's option, to terminate this Contract by giving written notice thereof to Seller on or before the last day of the Inspection Period. In such event, ONE HUNDRED AND NO/100 DOLLARS (\$100.00) of the Initial Deposit shall be delivered to Seller as consideration for Seller's execution of and entry into this Contract, the balance of the First Deposit shall be refunded to Buyer immediately upon request, all rights and obligations of the parties under this Contract shall expire, and this Contract shall become null and void. Seller acknowledges that Buyer will expend time, money and other resources in connection with the examination and investigation of the Property, and that, notwithstanding Buyer's right to terminate this Contract pursuant to this Paragraph 5(b), such time, money and other resources expended, together with the payment of the portion of the Initial Deposit hereinabove described to be paid to Seller in the event of a termination of this Contract, constitute good, valuable, sufficient and adequate consideration for Seller's execution of and entry into this Contract. If Buyer gives Escrow Agent notice of Buyer having elected to terminate this Contract pursuant to this Paragraph 5(b), then: (i) Escrow Agent shall be, and is hereby absolutely, unconditionally and irrevocably authorized, directed and instructed to disburse the First Deposit as set forth in this Paragraph 5(b) immediately upon receipt of a copy of such notice, without any inquiry as to the propriety, effectiveness or timeliness of such termination and without the requirement of any further authorization, direction or instruction from either Seller or Buyer; and (ii) Seller covenants and agrees not to delay, hinder or impede in any manner whatsoever the disbursement of the Initial Deposit as set forth in this Paragraph 5(b). Any entry on the Property made by or on behalf of Buyer (or the employees, agents, representatives, or other persons acting on behalf of or at the request of Buyer) shall be at the sole risk of Buyer. Buyer shall pay for all work and inspections performed on or in connection with the Property, and shall not permit the creation of any lien against the Property (or any portion thereof) in favor of any contractor, materialman, mechanic, surveyor, architect, laborer, or any other lienor performing services or supplying materials to the Property on behalf or at the request of Buyer. Buyer shall employ only appropriately licensed and insured professionals for entries on the Property and performance of the investigations, surveys, tests, and the like permitted under this Contract.

(c) Delivery of Reports, Studies, Etc. Should Buyer elect to terminate this Contract for any reason other than a breach or default by Seller, then Buyer shall promptly, but in any event no later than ten (10) days following such termination, deliver to Seller copies of any and all third-party created studies, reports, surveys and other due diligence materials obtained by Buyer in connection with its examination and inspection of the Property. The materials delivered pursuant to this Paragraph 5(c) will be delivered without any representation or warranty of any kind or nature whatsoever by Buyer.

6. CLOSING. The closing of the purchase and sale of the Property ("Closing"), shall be held at the offices of Escrow Agent, at 11:00 A.M. Eastern Time, or such other time as may be agreed upon by the parties, on such date (the "Closing Date") which is twenty-one (21) days after the occurrence or waiver of the Conditions Precedent, as identified in Paragraph 11. However, absent the written consent of Buyer and Seller the Closing Date shall not be later than June 30, 2015 (the "Outside Closing Date") and should the Conditions Precedent not have occurred or been waived by the Outside Closing Date, then this Contract may be terminated as provided in Paragraph 11. Notwithstanding any other provision of this Contract, time is of the essence with respect to

the Closing Date and the Outside Closing Date. No grace period, notice, or tender shall be required as a condition to declaring a party in immediate default for failure timely to close.

7. PRORATIONS AND APPORTIONMENTS; COSTS OF CLOSING.

(a) The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree:

(i) With regard to city, state and county ad valorem taxes and similar impositions for the year in which Closing if the Closing Date falls between January 1 and November 1 of the year of Closing, Seller shall deposit with the Orange County Tax Collector such sums as are necessary in order to comply with the provisions of Section 196.295, Florida Statutes. Should the Closing Date fall on or after November 1 and on or before December 31 of the year of Closing, all ad valorem taxes and similar impositions for the year in which Closing occurs levied or imposed upon or assessed against such portion of the Property shall be prorated as of the Closing Date based upon the millage rate and the tax assessment of the Property for the year of Closing (with due allowance for discounts for early payment) and Buyer shall be responsible for payment of all such taxes.

(ii) Certified governmental liens or assessments for which payment is required to be made prior to the Closing Date, if any, shall be paid by Seller. Certified governmental liens or assessments for which payment is not required to be made prior to the Closing Date, if any, and pending governmental liens or assessments for improvements, if any, shall be assumed by Buyer.

(iii) All private assessments or payment obligations levied or imposed upon or assessed against the Property pursuant to any private agreement or declaration of covenants which purport to constitute a lien against the Property and which are payable on an annual or periodic basis shall be prorated as of the Closing Date for the applicable assessment period or billing period in which Closing occurs. Buyer reserves the right, however, to raise title objections based on the obligation to pay such private assessments or payment obligations, and to the extent Seller can legally do so, Seller will release, or will secure a release of, the Property from any such obligations.

In the event that the amount of any item to be prorated is not determinable at the time of Closing, such proration shall be made on the basis of the best available information, and the parties shall re-prorate such item promptly upon receipt of the applicable bill therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. In the event any prorated item is due and payable at the time of Closing, the same shall be paid at Closing. If any prorated item is not paid at Closing, Seller shall deliver to Buyer the bill therefor promptly upon receipt thereof and Buyer shall be responsible for the payment in full thereof within the time fixed for payment thereof and before the same shall become delinquent.

(b) Seller shall pay for the cost of: (i) the fees of Seller's attorneys; (ii) any real estate brokerage fee arising from an agreement entered into by Seller; and (iii) recording charges for the Declaration of Restrictions (as defined herein); and (iv) charges for the title search and Title Commitment, and the title insurance premium for the Title Policy. Buyer shall pay for the cost of (i) recording the Deeds; (ii) charges for the Survey; (iii) fees of Buyer's attorneys; and (iv) any real estate brokerage fee arising from an agreement entered into by Buyer. The parties have entered into this Contract under threat of condemnation. Accordingly, Documentary Stamps shall not be due on the conveyances by Seller pursuant to § 12B-4.014(13), F.A.C.

8. TITLE.

(a) Title Commitment and Survey. Within thirty (30) days after the Effective Date, Seller shall obtain, at Seller's expense, and deliver to Buyer an ALTA commitment for the Title Policy (the "Title Commitment") issued on behalf of Old Republic National Title Insurance Company or another title company authorized to engage in business in Florida ("Title Company"). The Title Commitment shall name Buyer as the proposed insured, be in the amount of the Purchase Price, and include copies of all documents referenced therein as exceptions (the "Exception Documents"). Buyer may, at Buyer's expense, no later than February 14, 2015, cause the Property to be surveyed by a Florida licensed surveyor (the "Survey").

(i) Buyer shall have until one hundred fifty (150) days after the Effective Date in which to examine the Title Commitment, the Exception Documents and the Survey, and in which to give Seller written notice (the "Initial Notice") of objections which render Seller's title less than good and marketable fee simple title. Thereafter, Buyer shall have until the Closing Date in which to have the Title Commitment updated and in which to give Seller written notice (each such notice, a "Subsequent Notice") of any additional objections disclosed by such update; provided, however, that Buyer shall not have the right in any such Subsequent Notice to object to any matters reflected in the version of the Title Commitment referenced in the Initial Notice.

(ii) Seller shall have until the Closing Date in which to cure and satisfy all objections specified in the Initial Notice or any Subsequent Notice. Seller shall have no obligation to cure and satisfy any such title objections; provided however, that Seller shall remove by payment any mortgage lien or other monetary lien created by Sellers' actions or omissions against the Property which are capable of removal by payment of money on or before Closing and if not satisfied by Closing, the Title Company may use the sales proceeds to satisfy such liens. Within thirty (30) days of receipt of the Initial Notice, Seller shall furnish notice to Buyer of whether Seller will attempt to cure or elect not to cure any objection identified in the Initial Notice. Within thirty (30) days of receipt of a Subsequent Notice or until the Closing Date, whichever first occurs, Seller shall furnish notice to Buyer of whether Seller will attempt to cure or elect not to cure any objection identified in a Subsequent Notice. Should Seller elect to attempt to cure an objection identified in the Initial Notice or in a Subsequent Notice and be

unable to do so, then Seller shall deliver notice of such fact to Buyer before the Closing Date.

(iii) If Seller does not cure and satisfy all of Buyer's title objections, then, at the option of Buyer, Buyer may, as Buyer's sole and exclusive remedies: (i) terminate this Contract, in which event the Deposit shall be refunded to Buyer immediately upon request, all rights and obligations of the parties under this Contract shall expire and this Contract shall become null and void; or (ii) waive such cure and satisfaction and consummate the purchase and sale of the Property without reduction of the Purchase Price. Buyer shall make the election within thirty (30) days after receiving notice from Seller that Seller either has been unable to cure, or elects not to cure, an objection, and the Closing Date (but not the Outside Closing Date) shall be extended as may be necessary to afford Buyer the opportunity to make such election. If the Outside Closing Date occurs within such thirty (30) day period, then Buyer shall have until the Outside Closing Date to make such election. If Buyer fails within those thirty (30) days or by the Outside Closing Date, as the case may be, to expressly to make its election, then Buyer shall be deemed to have waived the objection.

(b) Permitted Exceptions. SLR and FRI each covenant to convey to Buyer at Closing fee simple title in and to their respective portions of the Property, insurable by the Title Company, at then current standard rates under the ALTA 6-17-2006 (Florida Modified Form) Owner's Policy of Title Insurance Form, without exception other than for the Permitted Exceptions (the "Title Policy"). For the purposes of this Contract, the term "Permitted Exceptions" shall mean:

(i) Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Property that would be disclosed by an accurate and complete survey of the Property.

(ii) Taxes and assessments for the year of Closing and subsequent years.

(iii) The nature or extent of riparian and littoral rights.

(iv) As to lands located in or within the Property, neither the (A) title to the beds or bottoms of lakes, or other bodies of water, nor (B) the title to any artificially filled in lands, nor (C) title to any portion of the Property lying below the ordinary high water mark shall be guaranteed or warranted.

(v) Zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

(vi) Any mineral rights leased, granted or retained by prior owners of the Property other than Seller or Seller's corporate parents, subsidiaries or affiliates.

(vii) The Declaration of Restrictions (as defined in Paragraph 8(c) below).

(viii) Matters reflected on the Title Commitment and Survey to which Buyer does not furnish written notice of objections to Seller as required by Paragraph 8(a)(i).

(c) Declaration of Restrictions. At Closing, Seller shall execute and record in the Official Records of Orange County, Florida, a restrictive covenant against the Property in substantial form as is attached hereto as Exhibit C (the "Declaration of Restrictions"). The Declaration of Restrictions shall be recorded before the Deeds and shall constitute an equitable servitude running with title to the Property.

9. REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS.

(a) As inducement for Buyer to enter into this Contract, and in addition to the representations, warranties and covenants contained in the Deed and other Closing Documents, SLR and FRI each hereby represent, warrant and covenant, but only as to their respective portions of the Property, to and with Buyer as follows:

(i) SLR and FRI are each corporations, duly organized, validly existing and in good standing under the laws of the State of Utah and authorized to transact business in the State of Florida.

(ii) SLR and FRI each have all requisite power and authority to execute and deliver this Contract and to perform and consummate the transactions contemplated by this Contract and each of the documents to be executed and delivered by them. This Contract is a valid and binding obligation of both SLR and FRI, enforceable against each in accordance with its terms.

(iii) The execution, delivery and performance of this Contract by SLR and FRI, respectively, has been duly and validly authorized by all necessary action on the part of each of them, and all required consents and approvals have been duly obtained.

(iv) As to their respective interests in the Property, to SLR's and FRI's knowledge, no portion of their respective shares of the Property is used or, during the period of SLR's or FRI's respective ownership of the Property, has been used for the storage, processing, treatment or disposal of Pollutants in a manner in violation of any law, code regulation, statute, order, permit, or other restriction applicable thereto; SLR and FRI have no knowledge of any portion of the share of the Property which they respectively own being used for the storage, processing, treatment or disposal of Pollutants in a manner in violation of any law, code regulation, statute, order, permit, or other restriction applicable thereto prior to the period of either SLR's or FRI's ownership of such portion of the Property; as to their respective interests in the Property, to their knowledge, no Pollutants have been placed on such Property during the period of SLR's or FRI's ownership of

the Property, as the case may be, by or at the direction of such owner in a manner in violation of any law, code regulation, statute, order, permit, or other restriction applicable thereto; to the actual knowledge of SLR and FRI, no Pollutants have been released, introduced, spilled, discharged or disposed of on, in or under that portion of the Property owned by SLR or FRI, as the case may be, during the period of their respective ownership of their shares of the Property in a manner in violation of any law, code regulation, statute, order, permit, or other restriction applicable thereto; to the actual knowledge of SLR and FRI, there are no pending claims, administrative proceedings, judgments, declarations or orders, relating to the presence of Pollutants on, in or under their respective shares of the Property; SLR and FRI have no knowledge of any violations of any applicable federal, state and local laws, regulations, orders and requirements regarding the regulation of Pollutants with respect to their respective shares of the Property; and, to the actual knowledge of SLR and FRI, there are no underground storage tanks located on or in their respective shares of the Property. As used in this Contract, "Pollutants" mean any material or substance, or combination of materials or substances, which by reason of quantity, concentration, composition or characteristic is regulated under any federal, state or local environmental or common law, rule, regulation, ordinance or requirement, as may be amended, replaced or superseded, and shall include, without limitation, any material or substance, or combination of materials or substances displaying any explosive, volatile, radioactive, toxic, corrosive, flammable, ignitable or reactive characteristic or which may cause a nuisance, injury, harm or degradation to human health, welfare or the environment. It is the intention of SLR and FRI that the representations and warranties contained in this subparagraph be limited to such portion of the Property owned by each party and nothing contained in this subparagraph is intended to be construed as constituting a representation or warranty by either SLR or FRI which is applicable to any portion of the Property owned by the other.

(v) To the actual knowledge of SLR and FRI and only as to their respective interests therein, the Property is not in violation of, and SLR and FRI have received no notice of any violation, or potential violation, of any zoning, building, health, environmental or other laws, codes, ordinances, regulations, orders or requirements of any city, county, state or other governmental authority having jurisdiction thereof, or any private restrictive covenants affecting their respective shares of the Property.

(vi) For purposes of the foregoing representations, references to the actual knowledge of SLR shall mean the knowledge of either or both of Matt Baldwin or Carl Duke, without implying a duty to inquire or investigate, and without knowledge or awareness of others being imputed. For purposes of the foregoing representations, references to the knowledge of FRI shall mean the actual knowledge of either or both of James Payne or Erik Jacobsen, without implying a duty to inquire or investigate, and without knowledge or awareness of others being imputed.

SELLER MAKES NO WARRANTIES OR REPRESENTATIONS RELATING TO THE PROPERTY, ITS OPERATIONS, THE COST OR FEASIBILITY OF DEVELOPING THE PROPERTY, OR OTHER MATTERS EXCEPT THE WARRANTIES AND REPRESENTATIONS THAT ARE EXPRESSLY STATED IN THIS CONTRACT. SELLER DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, AND GUARANTIES; AND BUYER AGREES NO OTHER WARRANTIES, REPRESENTATIONS, OR GUARANTIES FROM SELLER SHALL BE IMPLIED. EXCEPT AS THIS CONTRACT EXPRESSLY PROVIDES OTHERWISE, BUYER AGREES TO RECEIVE THE PROPERTY AS IS, WHERE IS, AND SUBJECT TO ALL FAULTS AND DEFECTS. BUYER AGREES THAT, EXCEPT WITH RESPECT TO CONDITIONS AND ISSUES THAT ARE THE EXPRESS SUBJECTS OF EXPRESS WARRANTIES HEREIN, BUYER SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, ITS AGENTS, OR CONTRACTORS. SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR TO THE OPERATION OF THE PROPERTY, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF SELLER EXCEPT AS OTHERWISE PROVIDED HEREIN.

(b) As inducement for Seller to enter into this Contract, and in addition to the representations, warranties and covenants contained in the Closing Documents, Buyer hereby represents, warrants and covenants to and with Seller as follows:

(i) Buyer has all requisite power and authority to execute, deliver and perform this Contract and to perform and consummate the transactions contemplated by this Contract and each of the documents to be executed and delivered by Buyer. This Contract is a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(ii) The execution and delivery and performance of this Contract by Buyer has been duly and validly authorized by all necessary action on the part of Buyer and all required consents and approvals have been obtained.

(iii) The execution by Buyer of this Contract and the consummation by Buyer of the transactions contemplated hereunder will not violate or result in a breach of or constitute a default under any provision of any contract, lien, instrument, order, judgment, ordinance, regulation or other restriction of any kind to which Buyer is or may be bound or affected.

(c) The representations, warranties and covenants made by both Sellers' and Buyer solely under this Section titled "Representations, Warranties and Additional

Covenants" shall survive Closing for a period of one (1) year following the Closing Date.

10. CLOSING DOCUMENTS. At Closing, the following documents and instruments shall be executed and delivered between Seller and Buyer (the "Closing Documents"):

(a) Seller's Documents. At the Closing, Seller shall execute or cause to be executed by the appropriate persons and/or delivered to Buyer the following:

(i) A counterpart of Closing Statement;

(ii) A Special Warranty Deed to Buyer from SLR for its portion of the Property, together with a Special Warranty Deed to Buyer from FRI for its portion of the Property, each in a form acceptable to the Title Company ("Deeds");

(iii) The Declaration of Restrictions;

(iv) A certificate from SLR and FRI stating whether or not their respective representations and warranties made herein are true as of the Closing Date;

(v) Such corrective instruments as may be required to deliver good and marketable fee simple title pursuant to the provisions of Paragraph 8;

(vi) Seller's affidavits for the Property in form and content as may be reasonably required by the Title Company necessary to issue at Closing an endorsement to the Title Commitment deleting the standard "gap" exception, the standard construction lien exception and the standard parties in possession exception;

(vii) Non-foreign affidavits evidencing that Buyer shall not be liable for transfer liability under Section 1445 of the Internal Revenue Code, as amended;

(viii) Evidence in form and substance satisfactory to Buyer and to the Title Company that SLR and FRI each have the power and authority to have executed and entered into this Contract and to consummate the sale of the Property; that any and all actions required to authorize and approve the execution of and entry into this Contract by SLR and FRI, respectively; the performance by SLR and FRI, respectively, of all of their respective duties and obligations under this Contract; the execution and delivery by SLR and FRI of all documents and other items to be delivered to the Title Company or Buyer at Closing have been accomplished; and that the person executing the Closing Documents on behalf of SLR and FRI, respectively, has full right, power and authority to do so; and

(ix) Any other documents reasonably necessary to consummate the transactions contemplated hereby.

(b) Buyer's Documents. At the Closing, Buyer shall execute or cause to be executed by the appropriate persons and/or delivered to Seller the following:

- (i) A counterpart of Closing Statement;
- (ii) Evidence in form and substance satisfactory to Seller and to the Title Company that any and all actions required to authorize and approve the execution of and entry into this Contract by Buyer, the performance by Buyer of all of Buyer's duties and obligations under this Contract, and the execution and delivery by Buyer of all documents and other items to be delivered to the Title Company or Seller at Closing have been accomplished, and that the person executing the Closing Documents on behalf of Buyer has full right, power and authority to do so;
- (iii) A certificate from Buyer stating whether or not Buyer's representations and warranties made herein are true as of the Closing Date;
- (iv) The net cash balance of the Purchase Price due at Closing for the Property, pursuant to the Closing Statement; and
- (v) Any other documents reasonably necessary or advisable to consummate the transactions contemplated hereby.

11. CONDITIONS PRECEDENT TO CLOSING. Seller's and Buyer's obligation to consummate the purchase and sale of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived in writing by the party in whose favor such conditions run, in whole or in part, on or as of the Closing Date:

(a) Seller's Conditions Precedent to Closing.

- (i) Buyer shall have fully and completely kept, observed, performed, satisfied and complied with all material terms, covenants, conditions, agreements, requirements, restrictions and provisions required by this Contract to be kept, observed, performed, satisfied or complied with by Buyer before, on or as of the Closing Date.
- (ii) The representations and warranties of Buyer in this Contract shall be true and correct in all material respects, and certified by Buyer to Seller as such, on and as of the Closing Date, in the same manner and with the same effect as though such representations and warranties had been made on and as of the Closing Date.
- (iii) Seller shall not have terminated this Contract pursuant to an express right to so terminate set forth in this Contract.
- (iv) The execution and delivery of an agreement meeting Seller's reasonable approval by and among Seller, the Osceola County Expressway Authority ("OCX"), and such other parties whose participation may be deemed necessary which may or may not include DOT and/or Buyer, which agreement (the "Osceola Parkway Extension Agreement") provides for an absolute and irrevocable commitment of funding in an amount not less than \$58 million in a

manner acceptable to Seller in Seller's sole discretion, which sum shall be escrowed with a third party in a manner acceptable to Seller in Seller's sole discretion unless Seller approves an alternative security or payment arrangement (the "Construction Funds") and which requires OCX to construct an extension of the Osceola Parkway (the "Osceola Parkway Extension") from its present terminus, including an expressway connection to the 417 Expressway near the Boggy Creek Interchange, to a mutually agreeable terminus, as determined by Seller, OCX and such other parties, which will be approximately located two miles east of the planned "Northeast Connector" as the same is currently presently depicted in OCX's master plan within the area referred to as the "Northeast District" in Osceola County Ordinance 10-18, as subsequently revised by a Compliance Agreement with the Florida Department of Community Affairs and the implementing remedial amendments adopted by Osceola County Ordinance 11-19 (the "Northeast District"). The Osceola Parkway Extension Agreement shall further provide for the expansion of the scope of the current Osceola Parkway Connector PD&E Study or a supplement thereto for an additional two miles east into the Northeast District to the aforementioned mutually agreeable terminus. The Osceola Parkway Extension Agreement shall require the commencement of acquisition of the necessary right-of-way for the Osceola Parkway Extension in a reasonably expeditious manner. The Osceola Parkway Extension Agreement shall further provide that to the extent that the Construction Funds are not used for purposes of acquiring right-of-way for, or for construction of, the Osceola Parkway Extension then the balance of such Construction Funds shall be available for purposes of acquiring right-of-way for and constructing other transportation improvements benefitting the Northeast District as may be more specifically provided in the Osceola Parkway Extension Agreement.

(v) The Buyer shall, at Buyer's expense, update Buyer's long-term master plan to include the alignment of the Osceola Parkway Extension and the initial alignment of an expressway segment from the terminus of the Osceola Parkway Extension in the Northeast District to, and including, a connection with SR 528 (the "Northeast District Connector").

(vi) Creation of a DOT Corridors Task Force to study and make recommendations on future transportation corridors coupled with sector plan processes to consider supporting land uses (the "Task Force"). Seller and Buyer agree to cooperate with one another with regard to the activities of the Task Force and to exercise best efforts to accomplish the goals of the Task Force.

(vii) The execution and delivery of an agreement among Buyer, SLR and Orange County addressing funding and construction of the Innovation Way – SR 528 Interchange (1) specifically limiting SLR's share of construction costs to \$11.75 million, (2) obligating Buyer, at Buyer's sole expense, to complete the design, permitting, and engineering for the interchange project, and (3) obligating Buyer to commence construction of the interchange project within twelve (12) months after the full execution of such agreement (the "Innovation Way Interchange Agreement"). Further, Buyer will have the right to remove all of the

ramps from the existing Monument Parkway (International Corporate Park Boulevard) interchange subject to conditions and requirements prescribed in the Innovation Way Interchange Agreement. The SLR Ponds shall not exceed ten (10) gross acres in the aggregate. Further, the locations and configurations of the SLR Ponds, the extent to which SLR may share use of the SLR Ponds, the allocation of costs of maintaining the SLR Ponds, and other conditions and restrictions relating to the SLR Ponds shall be detailed in the Innovation Way Interchange Agreement.

(viii) The execution of a developer's agreement between FRI and Osceola County regarding the review, commencement and transmittal of a sector plan regarding lands in Osceola County owned by FRI.

(b) Buyer's Conditions Precedent to Closing.

(i) Seller shall have fully and completely kept, observed, performed, satisfied and complied with all material terms, covenants, conditions, agreements, requirements, restrictions and provisions required by this Contract to be kept, observed, performed, satisfied or complied with by Seller before, on or as of the Closing Date.

(ii) The representations and warranties of Seller in this Contract (and the substantive facts contained in any representations and warranties limited to Seller's knowledge) shall be true and correct in all material respects, and certified by Seller to Buyer as such, on and as of the Closing Date, in the same manner and with the same effect as though such representations and warranties had been made on and as of the Closing Date.

(iii) Buyer shall not have terminated this Contract pursuant to an express right to so terminate set forth in this Contract.

(iv) Title to the Property shall be in the condition required by Paragraph 8, and no matters affecting title to the Property shall have been filed or recorded between the effective date of Buyer's most recent update of the Title Commitment and recordation of the Deed, and the Title Company shall have irrevocably committed to issue the Title Policy, without exception other than for the Permitted Exceptions.

(v) On the Closing Date, the Property shall be in substantially the same condition as it was at the expiration of the Inspection Period.

(vi) Prior to the end of the Inspection Period, Buyer shall have obtained one or more MAI Appraisals of the Property confirming that the fair market value of the Property and other consideration described herein (including, but not limited to, Seller's foregoing of any further compensation or consideration for the utilization of the existing SR 528 right of way for roadways or Intercity

Passenger Rail Service, as contemplated herein) is acceptable to Buyer, in Buyer's sole discretion.

(c) If any of the foregoing conditions have not been satisfied or performed or waived in writing by the party in whose favor such conditions run on or as of June 30, 2015, or in the case of the MAI Appraisals addressed in subsection (b)(vi) of this Section, on or as of the end of the Inspection Period, such party shall have the right, at such party's option, either: (i) to terminate this Contract by giving written notice to the other party, in which event all rights and obligations of Seller and Buyer under this Contract shall expire, and this Contract shall become null and void and Buyer shall receive the return of its Deposit; or (ii) to waive such condition in writing and proceed with Closing.

12. POSSESSION. Subject to the terms hereof, including the Permitted Exceptions, possession of the Property shall be delivered to Buyer at Closing.

13. INCREMENTAL COSTS ATTRIBUTABLE TO INTERCITY PASSENGER RAIL IMPROVEMENTS. Buyer and Seller acknowledge and agree that the Intercity Passenger Rail Improvements (as defined in the Declaration of Restrictions) shall be located in a corridor generally lying in the southern 100 feet of the Property (the "Rail Corridor"). Buyer agrees that if and when Seller constructs, or participates in the construction or construction funding of, any improvements ("Seller/Interchange-Improvements") at any existing or future interchanges or other crossings of the Property (except for the interchange at Innovation Way and SR 528 which is to be addressed in the Innovation Way Interchange Agreement), Seller shall have no responsibility for and shall be held harmless from and against any "Incremental Costs" (as defined below) attributable to: (i) the existence of, or potential future construction of, any Intercity Passenger Rail Improvements (as defined in the Declaration of Restrictions) being then located within the Property, including any utilities or other improvements attributable to the Intercity Passenger Rail Service, and (ii) any existing or potential future construction of roadway facilities located within the Rail Corridor. For the purposes of this Paragraph 13 the term "Incremental Costs" shall mean the difference between (A) the total design and construction costs reasonably incurred for such Seller/Interchange-Improvements utilizing best practices within the industry with the Intercity Passenger Rail Improvements being planned or in existence within the Property or the roadway facilities being planned or in existence within the Rail Corridor at the time of construction of such Seller/Interchange-Improvements and (B) the total design and construction costs that would have been reasonably incurred for such Seller/Interchange-Improvements utilizing best practices within the industry if the Intercity Passenger Rail Improvements were not planned or in existence within the Property or the roadway facilities were not planned or in existence within the Rail Corridor at the time of construction of such Seller/Interchange-Improvements. For purposes of this Paragraph 13, as the same may apply to any Seller/Interchange Improvements which may be constructed at any interchanges identified in the Technical Memorandum SR 528 (Beachline Expressway), Conceptual Eight Laning Study, dated August 22, 2013 by Atkins North America, Inc. (the "August 22, 2013 Eight Laning Study"), Seller and Purchaser agree that the baseline for calculation of Incremental Costs for any such Seller/Interchange Improvements shall be those conditions reflected in the August 22, 2013 Eight Laning Study, and specifically as to Farm Access Road #2 those conditions reflected on Sheet No. 56 and Sheet No. 57 (and not those conditions reflected on Sheet No. 56A and Sheet No. 57A) of the August 22, 2013 Eight Laning

Study. To the extent that Seller is entitled to be held harmless from any Incremental Costs under this Paragraph 13, Buyer shall be responsible for paying or procuring payment for all such Incremental Costs. The provisions of this Paragraph 13 shall survive Closing and delivery of the Deeds and shall inure to the benefit of Seller's heirs, executors, personal representatives, successors or assigns.

14. DEFAULT.

(a) In the event that (i) any of Seller's representations and warranties contained herein shall not be true and correct, or (ii) Seller shall have failed to perform in any respect any of the covenants and agreements contained herein to be performed by Seller within the time for performance as specified herein (including Seller's obligation to consummate the transactions contemplated hereby), or (iii) the purchase and sale of the Property is otherwise not consummated in accordance with the terms and provisions of this Contract due to circumstances or conditions which constitute a default by Seller under this Contract, Buyer may exercise the following rights and remedies: (1) Buyer shall have the right to terminate this Contract, in which event the Deposit shall be refunded to Buyer immediately upon request and all rights and obligations of the parties under this Contract shall expire and this Contract shall become null and void; or (2) Buyer shall have the right to sue Seller for specific performance of this Contract. Notwithstanding the foregoing, nothing contained in this Paragraph 14 shall limit or relieve Seller from any liability to Buyer arising under the indemnification provisions of Paragraph 24, as to all of which Buyer shall have all rights and remedies provided for or allowed by law or in equity.

(b) If the purchase and sale of the Property is not consummated in accordance with the terms and provisions of this Contract due to circumstances or conditions which constitute a default by Buyer under this Contract, then Seller, as and for its sole and exclusive remedy, shall be entitled to receive and retain the Deposit previously delivered to Escrow Agent as agreed upon liquidated damages for withholding the Property from the market and for expenses incurred and not as a penalty or forfeiture, actual damages being difficult or impossible to measure, whereupon the parties shall be relieved of any further obligation or liability hereunder. Seller and Buyer understand that the remedy of liquidated damages is a proper and mutually acceptable negotiated remedy for the parties due to the fact that the damages suffered by Seller are not ascertainable at the time of execution of this Contract and that such remedy takes into account the peculiar expenses and risks assumed by each party. Seller hereby waives and releases any right to sue Buyer, and hereby covenants not to sue Buyer, for specific performance of this Contract or to prove that Seller's actual damages exceed the Deposit which is herein provided Seller as full liquidated damages. The foregoing liquidated damages shall not apply to any liability of Buyer under the indemnification provisions of Paragraphs 5 or 24, as to all of which Seller shall have all rights and remedies provided for or allowed by law or in equity.

15. RISK OF LOSS AND INSURANCE. Between the date of this Contract and Closing, the risks and obligations of ownership and loss of the Property and the correlative rights against insurance carriers and third parties shall belong to Seller. In the event of the damage or destruction of any portion of the Property prior to Closing, Buyer shall have the right, at Buyer's option, to terminate this Contract by giving written notice thereof to Seller prior to Closing, in

which event the Deposit shall be refunded to Buyer immediately upon request, all rights and obligations of Seller and Buyer under this Contract shall expire, and this Contract shall become null and void. If Buyer does not so terminate this Contract, the Purchase Price shall be reduced by the total of any insurance proceeds received by Seller prior to Closing by reason of such damage or destruction and by the amount of any deductible applicable to the policy of insurance, and, at Closing, Seller shall assign to Buyer all insurance proceeds to be paid or to become payable after closing by reason of such damage or destruction.

16. DEVELOPMENT OF REGIONAL IMPACT. Notwithstanding any contrary or conflicting provision of this Contract, Buyer shall not succeed to or otherwise receive any of the rights, authority, or interests arising from or relating to the DRI (which includes the SLR Property) or arising from the Development Order issued pursuant thereto. Without limiting the foregoing, Buyer shall receive no vehicle trips or other capacity, services, or development rights whatsoever, provided by or permitted under the DRI. Buyer shall execute and deliver such documents, and take such other actions, as Seller may reasonably require in order to remove the SLR Property to be acquired hereunder from the DRI and demonstrate that Buyer receives no rights arising from or with respect thereto. Likewise, to the extent required by law, Seller will execute and deliver such documents, and take such other actions as Buyer may reasonably require in order to amend and modify the DRI to clarify and confirm that the Property may be used for road and/or rail purposes and that Buyer shall have no obligations under or related to the DRI or arising from the Development Order issued pursuant thereto. Relating to the DRI, the parties expressly agree as follows:

Buyer shall have no right to amend or modify the Development Order, or to preclude, obstruct, challenge, or otherwise impede any effort by Seller to amend or modify the Development Order.

At Closing, Seller and Buyer shall execute and deliver such documents as either of them may reasonably require for the purpose of effecting or memorializing the covenants and restrictions of this Paragraph 16.

Notwithstanding any conflicting or contrary provision of this Contract, Buyer shall not receive from Seller any, and shall have no right to use or invoke rights relating to, existing governmental permits, development approvals, development orders, developer agreements, certificates, prepaid impact fees and impact fee credits, zoning approvals and amendments, land use approvals and amendments, reservations and other commitments for utilities services, and other entitlements.

Notwithstanding any conflicting or contrary provision of this Contract, Buyer shall make reasonable efforts to retain, detain, and treat on the Property all surfacewaters originating on the Property, provided however, nothing herein is intended to keep Buyer from including sufficient property within the "Property", or acquiring additional property from Seller as contemplated in Paragraph 2 above, for the purpose of constructing stormwater facilities thereon that benefit the Property. The parties also agree to reasonably consider paying for and sharing stormwater facilities if such sharing would be mutually beneficial to both parties. Buyer shall have no right to drain such surface waters in master stormwater facilities located on Seller's adjacent lands, without seller's written approval.

SLR has disclosed to Buyer SLR's intentions to develop the remaining SLR Property as well as properties that belong to FRI and that SLR has, or may hereafter acquire, the right to purchase. Those lands may be developed for diverse uses, including without implied limitation, single family residential, multi family residential, professional office, commercial retail, and industrial. Buyer shall not at any time hereafter, directly or indirectly, challenge, oppose, or otherwise obstruct or impede SLR's (or its successors in interest's) efforts to develop adjacent lands, including without implied limitation efforts to secure governmental approvals and entitlements for such developments. SLR acknowledges that land development permit applications pending before Orange County Commission are subject to quasi-judicial proceedings therefore a vote of approval of this Contract of Sale and Purchase by the Orange County Mayor in her role as an *ex officio* Board member of Buyer shall not impede the exercise of discretion by the Orange County Mayor, in her role as Orange County Mayor, at any future land use hearings nor shall it constitute an affirmative act by Orange County which may be relied upon by SLR for approval to extend the DRI or any other land development permit relating to the remaining SLR Property.

17. FURTHER ASSURANCES; SURVIVAL. At Closing, and from time to time thereafter, Seller shall do all such additional and further acts, and shall execute and deliver all such additional and further deeds, affidavits, instruments, certificates and documents, as Buyer, Buyer's counsel or the Title Company may reasonably require fully to vest in and assure to Buyer full right, title and interest in and to the Property to the full extent contemplated by this Contract and otherwise to effectuate the purchase and sale of the Property as contemplated by and provided for in this Contract. All the provisions of this Contract shall survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the Deeds to Buyer and the payment of the Purchase Price; provided, however, the survival of the representations, covenants, and warranties contained in the Section above titled "Representations, Warranties and Additional Covenants" shall not exceed one year. Notwithstanding any provision of this Contract to the contrary, the indemnification provisions of Paragraphs 5, 23 and 24 shall survive any termination of this Contract. The Intercity Passenger Rail Operator shall receive no rights or interest with respect to any portion of the Property that are not expressly granted or allowed to Buyer in accordance with the Deeds and the Declaration of Restrictions. Buyer's agreement with the Intercity Passenger Rail Operator permitting use of a portion of the Property for operation of the Intercity Passenger Rail Service shall be subject to and implement the requirements and conditions of the Declaration of Restrictions.

18. ATTORNEYS FEES AND COSTS. In the event of any litigation between Buyer and Seller arising under or in connection with this Contract, the prevailing party shall be entitled to recover from the other party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing party. For purposes of this Paragraph 18, the phrase "prevailing party" shall mean the party who receives substantially the relief desired, whether by dismissal, summary judgment, judgment, settlement or otherwise.

19. NOTICES. Whenever any notice, demand or request is required or permitted under this Contract, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each party set forth below, or to such other addresses as are specified by written notice given in

accordance herewith, or shall be transmitted by facsimile to the number for each party set forth below, or to such other numbers as are specified by written notice given in accordance herewith:

(a) If to Buyer, then to:

Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attention: Max Crumit
Telephone: (407) 690-5000
Facsimile: (407) 690-5011

With a copy to:

Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attention: Joseph Passiatore, Esq.
Telephone: (407) 690-5000
Facsimile: (407) 690-5011

And a copy to:

Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801
Attention: Kenneth W. Wright, Esq.
Telephone: (407) 835-6911
Facsimile: (407) 425-8316

(b) If to Seller, then to:

Suburban Land Reserve, Inc.
79 S. Main Street, Suite 500
Salt Lake City, Utah 84111-7502
Attention: Matt A. Baldwin, President
Telephone: (801) 321-7530
Facsimile: (801) 321-7508

Farmland Reserve, Inc.
79 S. Main Street, Suite 1000
Salt Lake City, Utah 84111-1945
Attention: Paul C. Genho, President
Telephone: (801) 715-9101
Facsimile: (801) 532-3058

With a copy to Seller's Counsel:

Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attention: Frank Matthews, Esq.
Telephone: (850) 222-7500
Facsimile: (850) 521-2771

And:

Burr & Forman LLP
200 S. Orange Avenue, Suite 800
Orlando, Florida 32801
Attention: James R. Pratt, Esq.
Telephone: (407) 540-6655
Facsimile: (407) 540-6656

And:

Office of the General Counsel
50 East North Temple Street 2WW
Salt Lake City, Utah 84150
Attention: Associate General Counsel (Domestic)
Telephone: (801) 240-6100
Facsimile: (801) 240-2200

All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal.

20. ASSIGNMENT. Buyer shall not assign this Contract without the prior written consent of Seller, which consent may be withheld or conditioned in Seller's sole discretion. No assignment shall relieve Buyer of its obligations hereunder.

21. TIME. Time is of the essence of this Contract. Should any time period referenced herein expire on a Saturday, Sunday or "Legal Holiday" (days upon which either National Banks or the Orange County, Florida Courthouse are closed for usual business), such time period shall be extended to 5:00 P.M. on the next full business day. The final day of any time period under this Contract or any deadline under this Contract shall be the specified day or date, and shall include the period of time through and including such specified day or date.

22. MISCELLANEOUS. This Contract shall be construed in accordance with and governed in all respects by the internal laws of the State of Florida. Neither this Contract nor any term, covenant or condition hereof may be modified or amended, except by written agreement signed by both parties. The headings of the paragraphs and subparagraphs hereof are

for purposes of convenience only and shall in no way affect the construction. Each and all of the exhibits hereto are attached to this Contract and are hereby incorporated herein in full. This Contract and the Exhibits hereto comprise the entire agreement between the parties hereto. No promises, covenants, representations, or warranties of any kind, other than those expressly set forth herein and in the agreements attached as Exhibits hereto, have been made to induce either party to enter into this Contract. This Contract and all of the terms, covenants and conditions hereof and of the various instruments executed and delivered pursuant hereto shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns, except as provided in Paragraph 13, above. Notwithstanding any statutory or decisional law to the contrary, a facsimile transmittal or electronic transmittal of a .pdf shall constitute an original and be deemed to be "written" and a "writing" for all purposes of this Contract. Capitalized terms used in this Contract shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used. Wherever appropriate in this Contract, personal pronouns shall be deemed to include the other genders and the singular to include the plural. Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future. This Contract may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Notwithstanding any provision of this Contract to the contrary, no provision of this Contract shall inure to the benefit of or be enforceable by any third party not a party hereto, specifically including, but not limited to any Intercity Passenger Rail Operator, it being the express intent of Seller and Buyer that there be no third party beneficiary to this Contract.

23. CONTRACT NOT RECORDABLE. Neither this Contract nor any evidence of the existence of this Contract shall be recorded in the public records of any county in the State of Florida; provided, however, that the foregoing shall not prohibit or restrict Buyer from filing for record a *lis pendens* or other record notice of the existence of this Contract in connection with Buyer's exercise of its rights and remedies in the event of default by Seller. **Any attempt to record this Contract or any memorandum hereof or any reference hereto by Buyer or any agent or representative of Buyer in violation of this prohibition shall, at the sole option of Seller, constitute a material default by Buyer. Seller shall have the unilateral right to terminate any such recording; and third-parties shall have the absolute and unconditional right to rely on any such unilateral termination without confirmation by Buyer. In addition to all other remedies Seller may invoke, if Buyer violates this provision, Buyer shall indemnify, defend, and hold harmless Seller from all claims, demands, causes of action, suits, liabilities, debts, fines, penalties, setoff, torts, negligence, damages (including without implied limitation consequential damages), judgments, obligations, losses, costs and expenses (including without limitation attorneys' fees and costs of litigation before all tribunals), and remedies or claims for relief of any nature whatsoever, incurred by or asserted against Seller caused by, with respect to, or arising out of Buyer's violation of this provision.** Notwithstanding any provision herein to the contrary, Seller and Buyer acknowledge that Buyer is a public entity subject to the laws of the State of Florida, including the Florida Sunshine Laws and that this Contract is and will remain a public document, has and will be

discussed in public meetings, will be recorded in Buyer's minutes and will be available for review and inspection by the public.

24. BROKER'S COMMISSION. Seller represents to Buyer that Seller has not engaged the services of any real estate broker in connection with the transaction contemplated by this Contract. Buyer represents to Seller that Buyer has not engaged the services of any real estate broker in connection with the transaction contemplated by this Contract. Buyer shall indemnify and hold harmless the Seller from and against any loss, damages, liability, obligations, costs, expenses and fees (including reasonable attorneys' and paralegals' fees) arising out of any and all claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm or corporation in connection with this Contract or the transaction contemplated hereby arising from any action on the part of Buyer. Seller shall indemnify and hold harmless the Buyer from and against any loss, damages, liability, obligations, costs, expenses and fees (including reasonable attorneys' and paralegals' fees) arising out of any and all claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm or corporation in connection with this Contract or the transaction contemplated hereby arising from any action on the part of Seller.

25. PRESS RELEASES; PUBLIC ANNOUNCEMENTS. Buyer and Seller agree that neither of them shall distribute any press release or make any other public announcement regarding the existence or terms of this Agreement without first providing notice to the other party and affording the other party a reasonable opportunity to participate and comment with regard to the nature and substance of the proposed press release or public announcement.

26. CONCEPT AND FEASIBILITY STUDY OF NORTHEAST DISTRICT CONNECTOR. Buyer agrees to commence a Concept and Feasibility Study to study the viability of the Northeast District Connector prior to December 31, 2014, and shall prosecute that study with reasonable diligence; provide however, the commencement of such Concept and Feasibility Study shall not be a condition precedent to Closing. Buyer shall allow Seller to participate in the study, and provide input concerning the scope, considerations, and other aspects of the study. Upon the recommendation of the Concept and Feasibility Study to pursue a PD&E study, Buyer agrees to fund a PD&E study for the subject Northeast District Connector

27. FUTURE UTILITY CORRIDOR. Should a utility corridor be subsequently established within the ultimate SR 528 corridor (including both the Property and the existing SR 528 right of way) for placement of linear utility facilities running along, and generally parallel to the SR 528 roadway (as opposed to perpendicularly crossing the SR 528 right of way), Seller or Seller's successors or assigns shall have the right (at Seller's or Seller's successors' or assigns' sole expense) to locate utility facilities within such corridor upon the same terms and conditions as may be granted to third parties located in any such utility corridor or to connect to utility facilities (at Seller's or Seller's successors' or assigns' sole expense) located in any such corridor; provided however, in no event shall Seller or Seller's successors or assigns be obligated to pay Buyer any rent or other charge for the privilege of locating utility facilities or connecting to utility facilities within such corridor.

28. INTERCHANGES. Buyer and Seller acknowledge that it is anticipated that interchanges may be upgraded and/or planned, designed, and constructed at various locations along the SR 528 corridor, including existing interchanges at Innovation Way, Monument Parkway (International Corporate Park Boulevard), Farm Access Road #1, Dallas Boulevard, Farm Access Road #2, and SR 520 as well as a system level interchange where the Northeast District Connector will connect to SR 528. With the exception of the Northeast District Connector interchange at SR 528 (which must be added to Buyer's existing master plan pursuant to Section 11 above) and the proposed interchange identified as Farm Access Road #3 on the attached Composite Exhibit D (which the parties acknowledge will be considered in connection with the regional transportation planning efforts of the DOT Corridors Task Force), Buyer's existing long-term master plan reflects interchanges generally at the locations and the conceptual designs reflected on Composite Exhibit D attached hereto and incorporated herein by reference. Seller may from time to time, in good faith, request Buyer to initiate the concept and feasibility study analysis for design and construction or modification of any of such interchanges reflected on the long-term master plan, or for additional or alternative interchange locations, and Buyer agrees to do so within a reasonable time after receipt of Seller's request. Seller and Buyer agree to equally share the costs of such concept and feasibility study analysis (however nothing contained herein shall be construed to constitute Buyer's commitment to pay for or share any portion of the cost of any resulting interchange justification process or PD&E study). Additional or alternative interchanges may still be approved by Buyer in connection with Buyer's interchange justification process required by Buyer in the ordinary course, and the approval thereof will not be unreasonably withheld. Further, nothing contained in this Paragraph 28 is intended or shall be construed to waive any rule, requirement or procedure of Buyer prerequisite to the funding, design and construction of any interchange.

29. INNOVATION WAY INTERCHANGE. Buyer shall not cause or allow the Intercity Passenger Rail Operator, during the course of constructing its tracks and facilities on the Property, to materially delay, disrupt, or impede the construction of the new interchange planned for SR 528 and Innovation Way ("Innovation Way Interchange").

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below their signatures.

SELLER

SUBURBAN LAND RESERVE, INC., a
Utah corporation

By: 

Name: Alan S. Brown

Title: President

Date executed by SLR: Nov. 11, 2013

FARMLAND RESERVE, INC., a Utah not-
for-profit corporation

By: 

Name: Paul C. Genha

Title: President

Date executed by FRI: 8 Nov, 2013

BUYER

ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY, a body
corporate and politic existing pursuant to
Chapter 348, Florida Statutes

By: 

Name: WALTER A. KETCHAM, JR

Title: CHAIRMAN

Date executed by Buyer: Oct 23, 2013

APPROVED AS TO FORM AND
LEGALITY

By: 

Name: Michael J. Grady

Title: Attorney at Law / Michael J. Grady LLC

Date executed by Legal

October 23, 2013

Exhibits

Exhibit A – Description of the Property

Exhibit B – Escrow Conditions

Exhibit C – Form of Declaration of Restrictions

Exhibit D – Interchanges

JOINDER OF ESCROW AGENT

The undersigned, as Escrow Agent, hereby joins in the execution of this Contract solely for the purpose of: (i) acknowledging and agreeing to its responsibilities as the escrow agent hereunder; and (ii) acknowledging receipt from Buyer of the Initial Deposit, subject to collection and clearance.

BURR & FORMAN LLP


By: 
Name: JAMES R. PRATT
Title: PARTNER

EXHIBIT A
Description of the Property

A strip of property two hundred (200) feet more or less in width lying southerly and adjacent to that portion of the right-of-way of State Road 528 (as is more generally depicted on the attached Sketch 1) lying west of the Tosohatchee State Preserve and lying east of lands owned by Carlsbad Orlando, LLC, less and except any portion thereof owned by B&M Investment LLC.

[Buyer and Seller acknowledge that the above description may be amended as provided by Paragraph 2 of the Contract to which this Exhibit A is attached.]

EXHIBIT B
Escrow Conditions

1. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, including, without limitation (i) any action taken or omitted upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement; or (ii) any action taken or omitted in reliance upon any instrument, including any written notice or instruction provided for in this Agreement. Escrow Agent may rely upon any instrument, pursuant to clause (ii) in the preceding sentence, as being duly executed, valid and effective, and as containing accurate information and genuine signatures.

2. Notwithstanding anything in this Agreement to the contrary, in the event of a dispute between Seller and Buyer arising prior to or at the time of the delivery or other disposition of the Deposit by Escrow Agent pursuant hereto, which dispute shall be sufficient, in the sole discretion of Escrow Agent, to justify its doing so, Escrow Agent shall be entitled to tender the Deposit into the registry or custody of any court of competent jurisdiction in Orange County, Florida, together with such legal pleadings as it may deem appropriate, and thereupon Escrow Agent shall be discharged from all further duties and liabilities under this Agreement. Any such legal action may be brought in such court as Escrow Agent shall determine to have jurisdiction thereof. Escrow Agent's determination of whether a dispute exists between Seller and Buyer shall be binding and conclusive upon all parties hereto, notwithstanding any contention that no dispute exists. All costs and expenses incurred by Escrow Agent in taking any action pursuant to this paragraph 2 shall be covered by and paid pursuant to the indemnification of Escrow Agent contained in the following paragraph 3.

3. Buyer and Seller shall, and do hereby, jointly and severally, indemnify, defend and hold Escrow Agent harmless from, against and in respect of: (i) any and all demands, judgments, expenses, costs, losses, injuries or claims of any kind whatsoever whether existing on the date hereof or hereafter arising, incurred by Escrow Agent by reason of, from or in connection with this Agreement or any action taken or not taken by Escrow Agent under or in connection with this Agreement, except to the extent caused by Escrow Agent's misconduct or negligence, or by Escrow Agent's negligent mishandling of funds; and (ii) any and all counsel fees, expenses, disbursements of counsel, amounts of judgments, demands, assessments, costs, fines or penalties, and amounts paid in compromise or settlement, incurred or sustained by Escrow Agent by reason of, in connection with or as a result of any claim, demand, action, suit, investigation or proceeding (or any appeal thereof or relating thereto or other review thereof) incident to the matters covered by the immediately preceding clause (i), except to the extent caused by Escrow Agent's misconduct or negligence, or by Escrow Agent's negligent mishandling of funds.

4. If Escrow Agent shall notify Seller and Buyer of its desire to be relieved of any further duties and liabilities hereunder, then Escrow Agent shall deliver the Deposit to a successor escrow agent designated by Seller and Buyer. If Seller and Buyer shall fail to agree upon and designate a successor escrow agent within ten (10) days after having been requested by Escrow Agent to do so, then Escrow Agent shall in its discretion designate the successor escrow

agent. The successor escrow agent designated by Seller and Buyer or by Escrow Agent, as the case may be, shall be a lawyer admitted to practice in the State of Florida, a title insurance company, bank or trust company having trust powers in good standing and located in the Orlando, Florida metropolitan area, and shall agree to be bound by all the terms and conditions of this Agreement. Immediately upon agreement by the successor escrow agent to be bound by all the terms and conditions of this Agreement, the original Escrow Agent shall be relieved of any and all duties and liabilities under or in connection with this Agreement; provided, however, that no successor escrow agent shall assume any liability for the acts or omissions of its predecessor escrow agent(s) hereunder.

5. The agency created in Escrow Agent hereby is coupled with an interest of Seller and Buyer and shall be binding upon and enforceable against the respective heirs, successors, legal representatives and assigns of Seller and Buyer. This agency shall not be revoked or terminated by reason of the death, incompetency, dissolution or liquidation of Seller or Buyer, but shall continue to be binding upon and enforceable against the respective heirs, successors, legal representatives and assigns of Seller and Buyer in the manner provided herein. In the event of the death, incompetency, dissolution or liquidation of Seller or Buyer, Escrow Agent may rely and act upon any notices permitted or required to be given hereunder from any person, firm, partnership or corporation believed by Escrow Agent in good faith to be the heir, successor, legal representative or assign of such dissolved or liquidated party.

**FIFTH AMENDMENT TO
CONTRACT OF SALE AND PURCHASE**

THIS FIFTH AMENDMENT TO CONTRACT OF SALE AND PURCHASE (this “Amendment”) is effective as of _____, 2015, (the “Amendment Effective Date”) by and between SUBURBAN LAND RESERVE, INC., a Utah corporation, (“SLR”) and FARMLAND RESERVE, INC., a Utah not-for-profit corporation, (“FRI” and, together with SLR, the “Seller”) and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY as successor in interest to the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes (the “Buyer”).

RECITALS:

WHEREAS, Seller and Buyer heretofore entered into that certain Contract of Sale and Purchase dated as of November 11, 2013 (the “Agreement”); and

WHEREAS, Seller and Buyer amended the Agreement by virtue of that certain First Amendment to Contract of Sale and Purchase dated April 24, 2014 (the “First Amendment”); and

WHEREAS, Seller and Buyer further amended the Agreement by virtue of that certain Second Amendment to Contract of Sale and Purchase dated August 22, 2014 (the “Second Amendment”); and

WHEREAS, Seller and Buyer further amended the Agreement by virtue of that certain Third Amendment to Contract of Sale and Purchase dated November 24, 2014 (the “Third Amendment”); and

WHEREAS, Seller and Buyer further amended the Agreement by virtue of that certain Fourth Amendment to Contract of Sale and Purchase dated March 12, 2015 (the “Fourth Amendment”, with the Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment now hereinafter collectively referred to as the “Agreement”); and

WHEREAS, Seller and Buyer desire to amend the Agreement to modify various provisions thereof as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

AGREEMENTS:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated into this Amendment in their entirety.

2. Definitions. Capitalized terms used but otherwise not defined herein shall have the meaning ascribed to such terms in the Agreement.

3. Amendment to References to the “Orlando-Orange County Expressway Authority”. All references in the Agreement to the “Orlando-Orange County Expressway Authority” are hereby amended to read the “Central Florida Expressway Authority.” Further, all references to “Buyer” in the Agreement shall be deemed to refer to the Central Florida Expressway Authority as successor in interest to the Orlando-Orange County Expressway Authority. For avoidance of doubt, Buyer and Seller agree that the provisions of this paragraph are intended solely to clarify the provisions of Paragraph 5 of the Second Amendment.

4. Amendment to Paragraph 5(a). Paragraph 5(a) is hereby amended to read as follows (underlined text is added, ~~strikethrough~~ text is deleted):

“(a) Access. From and after the Effective Date, Buyer shall have the continuing right to enter upon the Property at any time for the purpose of performing surveying, engineering, environmental tests and studies, test borings and such other investigatory work as Buyer shall consider appropriate and to conduct any tests necessary to satisfy Buyer as to the suitability of the Property for Buyer’s purposes, and Seller hereby grants to Buyer a limited right of access to permit Buyer’s examinations and inspections (including access through all applicable gated entrances as may be necessary to reach the Property), subject to the terms and provisions hereof. Seller further agrees to furnish the Intercity Passenger Rail Operator with access to the Property in accordance with such reasonable terms as may agreed between Seller and the Intercity Passenger Rail Operator pursuant to a separate written agreement. Buyer shall provide Seller prior notice of any entry onto the Property by Buyer or its agents in accordance with the terms of this Contract. In the event any of Buyer’s inspections require that the condition of the Property be materially changed from that which presently exists, Buyer shall be responsible for seeing that the Property is promptly restored to substantially its condition as of the Effective Date. To the extent Seller allows the Intercity Passenger Rail Operator access to the Property and the Intercity Passenger Rail Operator’s inspections require that the condition of the Property be materially changed from that which presently exists, Seller will require the Intercity Passenger Rail Operator, under a separate agreement, to be responsible for seeing that the Property is promptly restored to substantially its condition as of the Effective Date. Further, no invasive environmental testing upon the Property may be conducted by Buyer absent the written consent of Seller, which consent will not be unreasonably withheld, conditioned or delayed, and in any event shall not be withheld if such invasive testing is based upon the recommendation of a qualified environmental consultant and Buyer furnishes evidence of such recommendation together with a proposed scope of work for such invasive testing (which scope of work shall also be subject to Seller’s reasonable review and approval). Buyer agrees to defend, indemnify and hold Seller harmless from any loss, damages, liability, obligations, costs, expenses and fees (including reasonable attorneys’ and paralegals’ fees) resulting from: (i) claims for injury to person or damage to property, to the extent directly resulting from the activities of Buyer or Buyer’s agents or designees on the Property; or (ii) liens on the Property filed by contractors, materialmen or laborers performing work and test(s) for Buyer. Said indemnification shall not constitute a waiver on the part of Buyer to assert its right to sovereign immunity as set forth in Florida Statute 768.28 both as to whether the cause of action exists under Florida law and the maximum limits of liability. The Intercity Passenger Rail Operator shall not be deemed to be one of Buyer’s agents or

designees.”

5. Outside Closing Date. The Outside Closing Date (as defined in Paragraph 6 of the Agreement) is hereby extended until December 31, 2015.

6. Amendment to Declaration of Restrictions. The form of the Declaration of Restrictions (as defined in Paragraph 8 of the Agreement) as attached as Exhibit C to the Agreement is hereby deleted and the form of the Declaration of Restrictions as attached as Exhibit C hereto and incorporated by reference is substituted therefor. From and after the Amendment Effective Date, the form of the Declaration of Restrictions shall be as is provided in Exhibit C as attached hereto, which form is hereby acknowledged and agreed to by Seller and Buyer.

7. Addition of Paragraph 11(b)(vii). The Agreement is hereby amended to add the following as a new Paragraph 11(b)(vii) of the Agreement, and thus as a new Buyer’s condition to closing:

(vii) AAF is closing, substantially simultaneously with the Closing, its agreement with Buyer pursuant to which AAF shall become the Intercity Passenger Rail Operator and acquire an interest in the Property for the purpose of operating the Intercity Passenger Rail Service.

8. Amendment to Paragraph 11(c). Paragraph 11(c) is hereby amended to read as follows (underlined text is added, ~~strikethrough~~ text is deleted):

“(c) If any of the foregoing conditions have not been satisfied or performed or waived in writing by the party in whose favor such conditions run on or as of ~~June 30, 2015~~the Outside Closing Date, or in the case of the MAI Appraisals addressed in subsection (b)(vi) of this Section, on or as of the end of the Inspection Period, such party shall have the right, at such party’s option, either: (i) to terminate this Contract by giving written notice to the other party, in which event all rights and obligations of Seller and Buyer under this Contract shall expire, and this Contract shall become null and void and Buyer shall receive the return of its Deposit; or (ii) to waive such condition in writing and proceed with Closing.”

9. First Amendment to Paragraph 16. The second paragraph of Paragraph 16 is hereby amended to read as follows (underlined text is added, ~~strikethrough~~ text is deleted):

“Buyer shall have no right to amend or modify the Development Order, or to preclude, obstruct, challenge, or otherwise impede any effort by Seller to amend or modify the Development Order, except to the extent that any such amendment or modification precludes, in a material and adverse way the enjoyment of rights expressly granted to Buyer pursuant to the Declaration of Restrictions.”

10. Second Amendment to Paragraph 16. The sixth paragraph of Paragraph 16 is hereby amended to read as follows (underlined text is added, ~~strikethrough~~ text is deleted):

“SLR has disclosed to Buyer SLR’s intentions to develop the remaining SLR

Property as well as properties that belong to FRI and that SLR has, or may hereafter acquire, the right to purchase. Those lands may be developed for diverse uses, including without implied limitation, single family residential, multi family residential, professional office, commercial retail, and industrial. Buyer shall not at any time hereafter, directly or indirectly, challenge, oppose, or otherwise obstruct or impede SLR's (or its successors in interest's) efforts to develop adjacent lands, including without implied limitation efforts to secure governmental approvals and entitlements for such developments, except to the extent that such efforts or such development preclude in a material and adverse way the enjoyment of rights expressly granted to Buyer pursuant to the Declaration of Restrictions. SLR acknowledges that land development permit applications pending before Orange County Commission are subject to quasi-judicial proceedings therefore a vote of approval of this Contract of Sale and Purchase by the Orange County Mayor in her role as an *ex officio* Board member of Buyer shall not impede the exercise of discretion by the Orange County Mayor, in her role as Orange County Mayor, at any future land use hearings nor shall it constitute an affirmative act by Orange County which may be relied upon by SLR for approval to extend the DRI or any other land development permit relating to the remaining SLR Property."

11. Amendment to Paragraph 19. Paragraph 19(a) of the Agreement is amended to change the contact information for notices to Buyer (without changing the contact information for notices to Buyer's copied persons) to read as follows (underlined text is added, ~~striketrough~~ text is deleted):

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attention: Max Crumit-Executive Director
Telephone: (407) 690-5000
Facsimile: (407) 690-5011

Paragraph 19(b) of the Agreement is amended to change the contact information for notices to Seller (without changing the contact information for notices to Seller's Counsel) to read as follows:

Suburban Land Reserve, Inc.
79 S. Main Street, Suite 500
Salt Lake City, Utah 84111-7502
Attention: Matt A. Baldwin-R. Steven Romney, President
Telephone: (801) 321-7530
Facsimile: (801) 321-7508

Farmland Reserve, Inc.
79 S. Main Street, Suite 1000
Salt Lake City, Utah 84111-1945
Attention: Paul C. Genho-K. Erik Jacobsen, President
Telephone: (801) 715-9101
Facsimile: (801) 532-3058

12. Amendment to Paragraph 23. Paragraph 23 is hereby amended to read as follows (underlined text is added, ~~striketrough~~ text is deleted):

“23. CONTRACT NOT RECORDABLE. Neither this Contract nor any evidence of the existence of this Contract shall be recorded in the public records of any county in the State of Florida; provided, however, that the foregoing shall not prohibit or restrict Buyer from filing for record a *lis pendens* or other record notice of the existence of this Contract in connection with Buyer’s exercise of its rights and remedies in the event of default by Seller. **Any attempt to record this Contract or any memorandum hereof or any reference hereto by Buyer or any agent or representative of Buyer in violation of this prohibition shall, at the sole option of Seller, constitute a material default by Buyer. Seller shall have the unilateral right to terminate any such recording; and third-parties shall have the absolute and unconditional right to rely on any such unilateral termination without confirmation by Buyer. In addition to all other remedies Seller may invoke, if Buyer violates this provision, Buyer shall indemnify, defend, and hold harmless Seller from all claims, demands, causes of action, suits, liabilities, debts, fines, penalties, setoff, torts, negligence, damages (including without implied limitation consequential damages), judgments, obligations, losses, costs and expenses (including without limitation attorneys’ fees and costs of litigation before all tribunals), and remedies or claims for relief of any nature whatsoever, incurred by or asserted against Seller caused by, with respect to, or arising out of Buyer’s violation of this provision. Said indemnification shall not constitute a waiver on the part of Buyer to assert its right to sovereign immunity as set forth in Florida Statute 768.28 both as to whether the cause of action exists under Florida law and the maximum limits of liability.** Notwithstanding any provision herein to the contrary, Seller and Buyer acknowledge that Buyer is a public entity subject to the laws of the State of Florida, including the Florida Sunshine Laws and that this Contract is and will remain a public document, has and will be discussed in public meetings, will be recorded in Buyer’s minutes and will be available for review and inspection by the public.”

13. Amendment to Paragraph 24. Paragraph 24 is hereby amended to read as follows (underlined text is added, ~~striketrough~~ text is deleted):

“24. BROKER’S COMMISSION. Seller represents to Buyer that Seller has not engaged the services of any real estate broker in connection with the transaction contemplated by this Contract. Buyer represents to Seller that Buyer has not engaged the services of any real estate broker in connection with the transaction contemplated by this Contract. Buyer shall indemnify and hold harmless the Seller from and against any loss, damages, liability, obligations, costs, expenses and fees (including reasonable attorneys’ and paralegals’ fees) arising out of any and all claims or demands with respect to any brokerage fees or agent’s commissions or other compensation asserted by any person, firm or corporation in connection with this Contract or the transaction contemplated hereby arising from any action on the part of Buyer. Said indemnification shall not constitute a waiver on the part of Buyer to assert its right to sovereign immunity as set forth in Florida Statute 768.28 both as to whether the cause of action exists under Florida law and the maximum limits of liability. Seller shall indemnify and hold harmless the

Buyer from and against any loss, damages, liability, obligations, costs, expenses and fees (including reasonable attorneys' and paralegals' fees) arising out of any and all claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm or corporation in connection with this Contract or the transaction contemplated hereby arising from any action on the part of Seller."

14. Amendment to Paragraph 27. Paragraph 27 is hereby amended to read as follows (underlined text is added, ~~strikethrough~~ text is deleted):

"27. FUTURE UTILITY CORRIDOR. Should a utility corridor be subsequently established within the ultimate SR 528 corridor (including both the Property and the existing SR 528 right of way) for placement of linear utility facilities running along, and generally parallel to the SR 528 roadway (as opposed to perpendicularly crossing the SR 528 right of way), Seller or Seller's successors or assigns shall have the right (at Seller's or Seller's successors' or assigns' sole expense) to locate utility facilities within such corridor upon the same terms and conditions as may be granted to third parties located in any such utility corridor or to connect to utility facilities (at Seller's or Seller's successors' or assigns' sole expense) located in any such corridor; ~~provided however, in no event shall Seller or Seller's successors or assigns be obligated to pay Buyer any rent or other charge for the privilege of locating utility facilities or connecting to utility facilities within such corridor.~~"

15. Addition of Paragraph 30. The Agreement is hereby amended to add the following as a new Paragraph 30:

30. SOVEREIGN IMMUNITY. Nothing in this Contract shall constitute or be construed as a waiver by Buyer of its right to assert sovereign immunity as set forth in Section 768.28, Florida Statutes (2014), as amended, or in or by other statutes or law which may be applicable to Buyer, either as to whether the cause of action exists under Florida law or as to the maximum limits of liability thereunder.

16. Addition of Paragraph 31. The Agreement is hereby amended to add the following as a new Paragraph 31:

31. RATIFICATION OF PURCHASE PRICE; ADDITIONAL ~~REPRESENTATION AND WARRANTY~~ COVENANT OF SELLER.

(a) Ratification of Purchase Price. Buyer hereby specifically ratifies and confirms Buyer's approval of the Purchase Price for the Property as set forth in Paragraph 3 of the Agreement, as the same may be adjusted as provided therein.

(b) Additional ~~Representation and Warranty~~ Covenant of Seller. In addition to Seller's representations, warranties and additional covenants set forth in Paragraph 9(a) above, Seller further represents and warrants that Seller's net proceeds hereunder from the \$12,000,000 Purchase Price (the "Proceeds") will be made available and used for studying, development, design, engineering, financing, acquisition, permitting, construction and/or equipping of regional transportation improvements within ten (10)

years following the date of Closing, subject to extension as provided below, and Seller's ~~representation and warranty hereunder~~ obligations under this Paragraph 31(b) shall survive Closing.; provided, however, that ~~in the event of extenuating circumstances~~, Seller may request from Buyer approval of an extension of such ten (10) year period, which approval shall not be unreasonably withheld, conditioned, or delayed. For the purposes of this paragraph, the term "regional transportation improvements" shall include, but not be limited to, transportation improvements within or providing access to the Northeast District. Without limiting the manner in which Seller may satisfy this covenant, Seller's delivery of the Proceeds (to be used in a regional transportation project) to Buyer, to Osceola Expressway Authority, to the State of Florida (including without limitation Florida Department of Transportation and Florida's Turnpike Enterprise), to a county or local government (including without limitation a municipal government, community development district or other special district) (a "Road Authority"), or to a third-party pursuant to an agreement with a Road Authority, shall be deemed to satisfy this covenant. SLR'S obligations to fund, or actual funding of, a portion of the construction costs under the Innovation Way Interchange Agreement shall not count toward or be applied against Seller's representation and warranty to utilize Seller's ~~net proceeds~~ Proceeds hereunder as required in this Paragraph 31(b).

17. Ratification. Except as herein amended, the Agreement is hereby ratified and affirmed in its entirety by Seller and Buyer. In consideration for this Amendment, Buyer unconditionally waives any right to claim or assert that Seller has not timely and fully performed and observed all obligations accrued to date under the Agreement.

18. Counterparts; Email Signatures. This Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of such counterparts shall constitute one Amendment. To facilitate execution of this Amendment, Seller and Buyer may execute and exchange by e-mail as a portable document format or other electronic imaging, counterparts of the signature page, which shall be deemed original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the Amendment Effective Date.

SELLER

BUYER

SUBURBAN LAND RESERVE, INC.,
a Utah corporation

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY as successor in interest to the
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY, a body
corporate and politic existing pursuant to
Chapter 348, Florida Statutes

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date executed by SLR: _____, 2015

Date executed by Buyer: _____, 2015

FARMLAND RESERVE, INC.,
a Utah not-for-profit corporation

APPROVED AS TO FORM AND
LEGALITY FOR CFX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date executed by FRI: _____, 2015

Date executed by Legal: _____, 2015

REVISION 1 TO EXECUTION VERSION

Prepared by/Return to:

Jason E. Merritt
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32309

*FRI/SLR Proposed Changes to version
approved by Right of Way Committee*

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (this “**Declaration**”) is made effective as of _____, 201__, by FARMLAND RESERVE, INC., a Utah not-for-profit corporation, and SUBURBAN LAND RESERVE, INC., a Utah corporation (collectively, the “**Declarant**”).

WITNESSETH:

WHEREAS, Farmland Reserve, Inc. is the owner of the property more particularly described on Exhibit A-1 attached hereto and incorporated by reference (the “**Farmland Reserve Property**”); and

WHEREAS, Suburban Land Reserve, Inc. is the owner of the property more particularly described on Exhibit A-2 attached hereto and incorporated by reference (the “**Suburban Land Reserve Property**”); and

WHEREAS, Farmland Reserve, Inc. owns certain property adjacent to the Farmland Reserve Property more particularly described on Exhibit B-1 attached hereto and incorporated by reference herein (the “**Farmland Reserve Retained Property**”); and

WHEREAS, Suburban Land Reserve, Inc. owns certain property adjacent to the Suburban Land Reserve Property more particularly described on Exhibit B-2 attached hereto and incorporated by referenced herein (the “**Suburban Land Reserve Retained Property**” and, together with the Farmland Reserve Retained Property, the “**Retained Property**”); and

WHEREAS, Declarant desires to subject the Property to the covenants, conditions, easements and restrictions hereinafter set forth, each and all of which is and are for the benefit of the Declarant and of the Retained Property; and

WHEREAS, Declarant has agreed to convey the Property to the Central Florida Expressway Authority (“**CFX**”) subject to the covenants, conditions, easements and restrictions imposed by this Declaration, each and every one of which has been negotiated between Declarant and CFX, and each and every one of which is material to Declarant; and

WHEREAS, Declarant would be unwilling to convey the Property to CFX except subject to the covenants, conditions, easements and restrictions imposed by this Declaration; and

WHEREAS, CFX, by its acceptance of deeds to the Property, has agreed to accept the Property subject to the covenants, conditions, easements and restrictions imposed by this

Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property, unless otherwise expressly set forth in this Declaration, together with all improvements now or hereafter located thereon, and all operations thereon and uses made thereof, shall be subject to the covenants, conditions, easements and restrictions hereinafter set forth below; and the Property and any portion thereof shall be transferred, sold, conveyed, leased, hypothecated, encumbered, used, occupied and improved subject to the covenants, conditions, easements and restrictions set forth below, which shall run with the Property and be binding on all parties having any right, title, claim or interest in all or any portion of the Property, their heirs, legal and personal representatives, successors, transferees and assigns, and which shall inure to the benefit of each Declarant and the Declarant's successors and assigns.

DEFINED TERMS

“Commuter Rail Service” means passenger rail service whose ridership consists of passengers traveling within the Orlando-Kissimmee-Sanford Metropolitan Statistical Area, as the same is delineated by the United States Office of Management and Budget as of the date of this Declaration (the “Orlando-Kissimmee-Sanford MSA”) as well as passengers from and within Brevard County, Florida traveling to points within the Orlando-Kissimmee-Sanford MSA and passengers from the Orlando-Kissimmee-Sanford MSA traveling to Brevard County, Florida.

“Declarant’s successors and assigns” means any Person who has received an express assignment of Declarant’s rights hereunder. In no event shall there be, at any point in time, more than two (2) Persons constituting Declarant hereunder, which Persons must always be either an owner of a portion of the Retained Property or an owner’s association formed for the purpose of enforcing and invoking this Declaration, among its other purposes. Once a Declarant’s successor and assign has succeeded to the Declarant’s rights hereunder, then it shall constitute a “Declarant” hereunder until succeeded by another Person receiving an express assignment of rights hereunder from such Declarant. Notwithstanding any other provision of this Declaration, Declarant shall have the right to authorize other Persons from time to time who may own, use or occupy portions of the Retained Property to exercise and invoke any specific right, easement, reservation, and other privilege of the Declarant without completely assigning its status as Declarant to such Persons, but excluding however any rights of Declarant arising pursuant to Section 1.1 hereof. Such Persons so authorized by Declarant are referred to herein as “Limited Assignees” and such Limited Assignees shall not be deemed to constitute Declarant’s successors and assigns for purposes of this Declaration.

“Freight Rail Service” means rail service for the transport of freight or cargo and not passengers.

“Intercity Passenger Rail Service” means passenger rail service whose ridership consists of passengers traveling between two or more metropolitan areas and includes any and all uses and purposes incidental to passenger railroad operations, including without limitation, installing, placing, constructing, occupying, using, operating, altering, maintaining, repairing, renewing and replacing Intercity Passenger Rail Improvements that are reasonably necessary or legally required in connection with the provision of passenger railroad service, operating trains,

cars, locomotives and other rail equipment for the movement of such intercity passengers (including excursion and special passenger train service) and the provision of any and all on-board activities that are incidental and related to the transportation of passengers. As of the date of this Declaration, Intercity Passenger Rail Service shall consist of passenger rail service between Miami and Orlando. However, nothing in this Declaration shall be construed as precluding the expansion of the Intercity Passenger Rail Service to other metropolitan areas as destinations and nothing in this Declaration shall be construed as requiring the consent or approval of Declarant for such expansion of the Intercity Passenger Rail Service to other metropolitan areas as destinations.

“Intercity Passenger Rail Improvements” means all tracks, rails, railbeds, ties, ballast, access roads, switches, rail crossovers, utilities, signals and communication facilities, drainage facilities and any other improvements necessary to provide Intercity Passenger Rail Service within the Property, as well as incidental equipment related thereto to provide on-board services for the benefit of on-board rail passengers, such as telecommunication equipment to provide continuous Wi-Fi and cellular access for the benefit of on-board rail passengers. Further, the term **Intercity Passenger Rail Improvements** includes all cables, conduits, wires, antennae, pipes, low-mass poles for positive train control systems, culverts, equipment, fixtures and apparatus which may be or is proposed to be located on, over or under the Property necessary to provide Intercity Passenger Rail Service.

“Owner” means any Person from time to time owning any interest in any portion of the Property together with their successors, heirs and assigns, and shall also include all Persons claiming any right, title or interest in any portion of the Property by through or under such Owner.

“Person” means any individual, partnership, joint venture, limited liability company, limited partnership, corporation, trust or other entity.

“Property” means the Suburban Land Reserve Property and the Farmland Reserve Property, collectively.

“Rail Owners” means the owners or operators of any Intercity Passenger Rail Service or Intercity Passenger Rail Improvements whose ownership interest or operational rights in the Intercity Passenger Rail Service or the Intercity Passenger Rail Improvements is reflected in and can be determined by a search of the Official Records of Orange County, Florida or, alternatively, who have delivered written notice to Declarant of their ownership interest or operational rights in the Intercity Passenger Rail Service or Intercity Passenger Rail Improvements in accordance with Section 3.9 hereof.

“Retained Property” means Suburban Land Reserve Retained Property and the Farmland Reserve Retained Property, collectively.

“Transportation” means the movement of persons or property by any means of conveyance and, for purposes of this Declaration, specifically includes Intercity Passenger Rail Service, Commuter Rail Service and Freight Rail Service, whether or not owned or operated by CFX.

“Transportation Facility or Facilities” means “transportation facilities” as such term is defined in Section 348.752(14), Florida Statutes (2014), including any “Road” or “Structure” as such terms are defined in Section 334.03, Florida Statutes (2014).

“Utility” means the sale, generation, provision, distribution, collection, transport, transmission, or delivery of gas, electricity, heat, water, oil, fuel, sewer service, reclaimed water, telephone service, telegraph service, radio service or telecommunication service, and also the construction, maintenance, repair, replacement, and operation of systems, equipment, fixtures, and other apparatus for sale, generation, provision, distribution, collection, transport or delivery of gas, electricity, heat, water, oil, fuel, sewer service, reclaimed water, telephone service, telegraph service, radio service or telecommunication service.

“Utility Facility or Facilities” means any and all cables, conduits, wires, antennae, pipes, culverts, towers, equipment, fixtures, apparatus and other systems and components owned or operated by a provider of Utility services for the provision of such Utility service which may be or is proposed to be located on, over or under the Property. The term Utility Facility or Utility Facilities expressly excludes utilities necessary to provide Intercity Passenger Rail Service, Freight Rail Service, or Commuter Rail Service within the Property, as well as incidental equipment related thereto to provide on-board services for the benefit of on-board rail passengers.

COVENANTS AND RESTRICTIONS

1. **Rights Reserved by Declarant.**

1.1 Approval Rights Regarding Intercity Passenger Rail Improvements. Any Intercity Passenger Rail Improvements constructed on, under or within the Property shall conform to the following requirements:

(a) The Intercity Passenger Rail Improvements shall include no more than two (2) tracks, located parallel to one another, and lying within the southerly one hundred feet (100') of the Property. The Intercity Passenger Rail Improvements may be constructed at-grade with the exception of the intersection of the Intercity Passenger Rail Improvements with State Road 520, Dallas Boulevard and Monument Parkway/OUC rail facilities, where the Intercity Passenger Rail Improvements will be elevated.

(b) All plans for Intercity Passenger Rail Improvements shall be prepared in a manner which does not preclude the construction of at least one (1) additional track and associated facilities (including, but not limited to, rails, railbeds, access and service roads, switches, utilities, communication facilities and drainage facilities) located southerly of the Intercity Passenger Rail Improvements, wholly within the Property, and adjoining the southerly boundary thereof (the “Independent Track”) which, if constructed, shall be designed and constructed to operate independently of any Intercity Passenger Rail Improvements at the sole cost and risk of the owners and operators of such Independent Track. Further, the plans for Intercity Passenger Rail Improvements shall be prepared in a manner which does not materially and unreasonably increase the cost of construction of the Independent Track, and Declarant, for itself and Declarant’s successors and assigns.

and CFX (by its acceptance of title to the Property), for itself and on behalf of its successors and assigns, acknowledge that the cost of construction of the Independent Track shall necessarily be increased by the pre-existence of the Intercity Passenger Rail Improvements that will be designed to address different operating parameters and conditions that may not be conducive for Freight Rail Service. Unless otherwise agreed by the respective owners and operators of the Intercity Passenger Rail Improvements, said owners and operators shall have no financial responsibility or liability in connection with the Independent Track or any Freight Rail Service or Commuter Rail Service conducted thereon. Similarly, unless otherwise agreed by the respective owners and operators of the Independent Track, said owners shall have no financial responsibility or liability in connection with the Intercity Passenger Rail Improvements or the Intercity Passenger Rail Service when said Independent Track is operated independently of the Intercity Passenger Rail Improvements. However, subject to the terms of Section 1.5 hereof, nothing contained in this Declaration shall prevent the Intercity Passenger Rail Improvements and the Independent Track from operating as a combined system, for all or any portion of their lengths, on such terms as may be agreed upon by the respective owners and operators of the Intercity Passenger Rail Improvements and the Independent Track. The Intercity Passenger Rail Improvements shall be designed so as not to limit the expansion of State Road 528 as contemplated in the Technical Memorandum SR 528 (Beachline Expressway), Conceptual Eight Laning Study, dated August 22, 2013 by Atkins North America, Inc. ("Atkins"), inclusive of the Conceptual Level Roadway Design Criteria, Drainage Support Documentation, and Concept Plans attached thereto all as modified by that certain Supplement to the Technical Memorandum, dated September 26, 2013 by Atkins (collectively, the "Existing Eight Laning Memorandum").

(c) Designs of the Intercity Passenger Rail Improvements will mitigate adverse aesthetic impacts of the Intercity Passenger Rail Service and Intercity Passenger Rail Improvements on the Retained Property and from State Road 528 by incorporating, as required by CFX, the standard aesthetic and landscaping guidelines and elements which are utilized by CFX as of the date of this Declaration (as evidenced by facilities currently constructed and operated by CFX), including, without implied limitation, standard precast wall panels. Noise reduction measures will be incorporated where required by the Federal Railroad Administration ("FRA"). The Intercity Passenger Rail Improvements shall include standard erosion control planting as typical in the following standards, but not any ornamental landscaping: Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction located at the Department's website, at <http://www.dot.state.fl.us/specificationoffice/Implemented/SpecBooks/2013/Files/2013eBook.pdf> ("FDOT Road and Bridge Standards"), and the FDOT's standard Design-Build Guidelines located at FDOT's website <http://www.dot.state.fl.us/construction/DesignBuild/DBRules/DesignBuildGuidelines.pdf>. Declarant reserves the right, at Declarant's expense, to install and maintain additional landscaping within the Property so long as the exercise of such right is conducted in a manner which does not interfere with the safe and uninterrupted operation of the Intercity Passenger Rail Service.

(d) Declarant shall have the right to review and approve all final construction

plans for the construction of the Intercity Passenger Rail Improvements (the "Rail Plans") for the limited purpose of ensuring the conformity of such plans with the requirements of subparagraphs (a) through (c) of this Section 1.1. Provided however, Declarant's approval of the Rail Plans shall not be unreasonably conditioned, withheld or delayed. Declarant shall furnish any comments or requested changes to any plans submitted to it within thirty (30) days after delivery of the Rail Plans to Declarant pursuant to Section 3.9 hereof. Declarant's failure to furnish comments to any plans submitted for review and approval within such thirty (30) days shall be deemed a waiver of Declarant's right to comment on the Rail Plans and Declarant's approval of such plans shall be presumed and Declarant shall thereafter be estopped from raising any objections to such plans. In the event that Declarant furnishes written comments to the Rail Plans within such thirty (30) days, revised versions of the Rail Plans addressing such comments shall be submitted for Declarant's review and approval and Declarant shall have fifteen (15) days after receipt within which to review and comment on the revised versions of the Rail Plans. Declarant's failure to furnish comments to any revised versions of the Rail Plans submitted for review and approval within such fifteen (15) days shall be deemed a waiver of Declarant's right to comment on the revised Rail Plans and Declarant's approval of such plans shall be presumed and Declarant shall thereafter be estopped from raising any objections to such plans. Should Declarant affirmatively consent to the Rail Plans as provided in this Section 1.1 or fail to object to the Rail Plans, or revised Rail Plans, within the time frames provided above, then Declarant's approval rights existing under this Section 1.1 shall be deemed satisfied and the Rail Plans shall be deemed approved. By conducting Intercity Passenger Rail Services on the Property, the operator of such services agrees to make reasonable accommodations to address Declarant's comments or requested changes to the Rail Plans for the Intercity Passenger Rail Improvements. Notwithstanding the Declarant's rights to review the design of the Intercity Passenger Rail Improvements as provided in this Section 1.1, Declarant shall have no financial responsibility in connection with the design, construction, operation, maintenance, repair or replacement of the Intercity Passenger Rail Improvements or any component part thereof. The Rail Owners shall indemnify, defend and hold harmless Declarant from all fines, penalties, damages, losses, expenses (including without implied limitation legal and appellate fees and court costs), claims, suits, judgments, and other costs, obligations, and liabilities, that are incurred by Declarant to the extent arising solely as a result of Declarant's approval of the Rail Plans. Declarant's approval of the Rail Plans (either affirmatively or by virtue of Declarant's failure to object within the aforementioned periods) shall only constitute Declarant's determination that the Rail Plans comply with the provisions of subparagraphs (a) through (c) above and shall not be deemed as any representation or warranty on the part of Declarant regarding the fitness or completeness of the plans, their compliance with any applicable standards or regulations relating to the design, construction or operation of the Intercity Passenger Rail Improvements, the suitability or advisability of constructing the Intercity Passenger Rail Improvements in the location or manner proposed by the Rail Plans, or any other type of warranty or representation whatsoever. Accordingly, to the fullest extent permitted by law, Declarant expressly disclaims any and all responsibility and liability with regard to the design, operation, ownership, use, maintenance, repair or construction of the Intercity Passenger Rail Improvements.

1.2 Crossing Rights. Declarant hereby expressly reserves to itself as well as to Declarant's successors and assigns an easement to cross the Property perpendicularly or diagonally as follows:

(a) *Existing Crossings*. At Dallas Boulevard, Farm Access Road #1, Farm Access Road #2 and Monument Parkway (International Corporate Park Boulevard), all as more particularly depicted on Exhibit C-1 attached hereto and incorporated by reference (the "Existing Crossings"), Declarant shall have the right to enter upon such Existing Crossings and to travel over, on or across the same and, subject to the provisions of Section 1.42(d), the right to locate, construct, operate, maintain and replace Transportation Facilities and underground Utility Facilities crossing the Property at Existing Crossings. However, at such time as the Intercity Passenger Rail Improvements are constructed at Farm Access Road #1 and Farm Access Road #2, Declarant acknowledges that Declarant shall no longer have the right to cross the Property utilizing such existing roadways until such time as Declarant constructs improvements to such roadways to permit the elevated crossing of the Intercity Passenger Rail Improvements by such roadways (the design, construction and use of which elevated crossing(s) shall be subject to the provisions of Section 1.42(d) and 1.5 hereof).

(b) *Planned Crossings*. At those locations which are generally depicted on Exhibit C-2 attached hereto and incorporated by reference (the "Planned Crossings"), Declarant shall have the right, subject to the provisions of Sections 1.42(d), to locate, construct, operate, maintain and replace Transportation Facilities and under-ground Utility Facilities crossing the Property at Planned Crossings.

(c) *New Crossings*. At locations other than at Existing Crossings or Planned Crossings, Declarant may propose such new requested Transportation Facilities or underground Utility Facilities which Declarant or any successor or assign of Declarant deems reasonably necessary in order to facilitate the development, use, maintenance or operation of the Retained Property and other property owned by the Declarant in the vicinity of the Property and the Retained Property (the "New Crossings"), provided that such New Crossings shall not interfere with the safe and uninterrupted operation of the Intercity Passenger Rail Service or any Transportation Facility. Prior to exercising its rights under this Section 1.42(c) regarding New Crossings, Declarant or Declarant's successors and assigns shall first exercise best good-faith efforts to utilize any Existing Crossing or Planned Crossing and shall, to the maximum extent feasible, collocate improvements within either Existing Crossings or Planned Crossings so as to minimize the total number of crossings. Upon request for a New Crossing that satisfies the requirements of this Section 1.42(c), Declarant, or Declarant's successors and assigns, and the Owners shall reasonably cooperate with one another with regard to the design, construction, operation and maintenance of any improvements or facilities constituting the New Crossing. Should CFX determine that a proposed New Crossing does not satisfy CFX's right of way utilization regulations and procedures, CFX agrees to exercise best efforts to collaborate with Declarant or Declarant's successors and assigns for purposes of addressing any issues identified with regard to the proposed New Crossing.

(d) *General Provisions Relating to Crossing Rights*. The exercise by

Declarant, or any successor or assign of Declarant, of any of the rights granted by this Section 1.1-2 shall be subject to the following provisions:

(i) Plans for the construction or installation of Transportation Facilities or underground Utility Facilities which Declarant proposes to locate, construct, operate, maintain or replace on, within, over, under or across any Existing Crossing, Planned Crossing or New Crossing (a "Crossing") and the existing State Road 528 right of way shall be subject to review by CFX in accordance with CFX's standard right of way utilization regulations and procedures (including to the extent required thereunder, preparation and approval of an "Interchange Justification Report"). CFX, by virtue of acceptance of title to the Property agrees to timely process and consider all such requests for the construction or installation of such Transportation Facilities or underground Utility Facilities and will not unreasonably withhold, condition or delay approval of the same. Should CFX determine that any such proposed Transportation Facilities or underground Utility Facilities do not satisfy CFX's right of way utilization regulations and procedures, CFX agrees to exercise best efforts to collaborate with Declarant or Declarant's successors and assigns for purposes of addressing any issues identified therewith. Further, should such Transportation Facilities or underground Utility Facilities cross the Intercity Passenger Rail Improvements (a "Railway Crossing"), then the improvements constituting such Railway Crossing shall be subject to the review of the Rail Owners as provided in Section 1.5 below. In no event however shall any Rail Owner have the right to object to any Railway Crossing on the basis of its location if it is proposed to be located within an Existing Crossing or any Planned Crossing, subject to the review rights of the Rail Owners set forth in Section 1.5 below. Further, by accepting any interest in the Property, the Rail Owners acknowledge the possibility of construction of Transportation Facilities at Existing Crossings and Planned Crossings in the manner generally depicted on Exhibits C-1 and C-2, respectively. Accordingly, the Rail Owners shall design the Intercity Passenger Rail Improvements in a manner to accommodate the Existing Crossings and Planned Crossings depicted on Exhibits C-1 and C-2.

(ii) Any construction, operation, maintenance, repair or replacement of any Transportation Facility or underground Utility Facility or Transportation Facility permitted within a Crossing or the existing State Road 528 right of way shall be performed in accordance with applicable laws, including CFX's applicable rules, regulations and procedures.

(iii) Subject to Section 1.5 below, Any-any Transportation Facility or underground Utility Facility which Declarant may request to locate, construct, operate, maintain or replace at a Crossing may include rights of structural support as necessary for any such Transportation Facility or underground Utility Facility deemed necessary by Declarant or Declarant's successors and assigns for the construction of such Transportation Facility or underground Utility Facility within the Crossing.

1.3 Right to Construct Rail Spurs. Declarant hereby expressly reserves to itself as well as to Declarant's successors and assigns an easement under, through, over, across, upon, and above the Property for the purpose of constructing, repairing, replacing, maintaining, and operating rail spurs and necessary related facilities from the Retained Property to the Property which rail spurs may connect to ~~one (1) or more additional tracks and associated facilities that may hereafter be located southerly of the Intercity Passenger Rail Improvements, wholly within the Property, and adjoining the southerly boundary thereof~~ (the "Independent Track"). This Declaration does not provide Declarant with the right to connect any such rail spur to the Intercity Passenger Rail Improvements. Any connection of a rail spur to the Intercity Passenger Rail Improvements shall be subject to Section 1.5 hereof and such terms as may be agreed upon by the Rail Owners and the owner of such Independent Track, including, among other things, terms that recognize the priority access rights of the Intercity Passenger Rail Service to use of the Intercity Passenger Rail Improvements, and terms that may, among other purposes, allow such spurs to be utilized for purposes of providing service to stations for Intercity Passenger Rail Service constructed upon the Retained Property (with the terms of such service to such stations also subject to such terms as may be agreed upon by the Rail Owners and Declarant or Declarant's successors and assigns).

1.4 Reservation of Utility Rights. In the event that CFX establishes a dedicated corridor for Utility Facilities within the boundaries of the Property or the existing State Road 528 right of way, as the same exists as of the date of this Declaration (a "Utility Corridor"), Declarant and Declarant's successors and assigns shall have the right to locate under-ground Utility Facilities within any such Utility Corridor in the same manner and upon the same terms as CFX permits third parties to occupy any such Utility Corridor, but only for and to the extent that Declarant's, or Declarant's successors and assigns, use of the Utility Corridor for Utility service is approved by CFX in accordance with CFX's right of way utilization regulations and procedures (including if space permits). However, nothing contained in this Section ~~1.3-4~~ shall be deemed to obligate CFX to create a Utility Corridor. If a Utility Corridor is established and Declarant or Declarant's successors and assigns exercise their rights under this Section ~~1.34~~, such rights shall include, but shall not be limited to, the right to construct, install, inspect replace, operate, maintain and repair potable and reclaimed water transmission and distribution Utility Facilities within such Utility Corridor, subject to CFX's review and approval in accordance with CFX's right of way utilization regulations and procedures. Declarant and Declarant's successors and assigns shall also have the right, subject to compliance with CFX's right of way utilization regulations and procedures, to connect to any Utility Facility owned by a third party Utility provider which may be constructed within any such Utility Corridor for purposes of furnishing Utility service to the Retained Property or additional property owned by Declarant in the vicinity of the Property and the Retained Property. The exercise of the right to connect to Utility Facilities owned by third parties shall be subject to such terms as may be agreed upon by the owner of the subject Utility Facility and Declarant or Declarant's successors and assigns, as the case may be. Further, Declarant and Declarant's successors and assigns shall not exercise such rights in a manner which interferes with the safe and uninterrupted operation of the Intercity Passenger Rail Service or any Transportation Facility or Utility Facility on the Property. The rights of Declarant and Declarant's successors and assigns under this Section ~~1.3-4~~ shall not include the right to connect to any Utility Facility (including any communication facility, system or network) which exclusively provides services to the Intercity Passenger Rail Service.

1.5 Use and Coordination with Intercity Passenger Rail Improvements. Nothing contained in this Declaration shall be construed as requiring or committing the Rail Owners to relocate the Intercity Passenger Rail Improvements or to permit the use of or access to the Intercity Passenger Rail Service or Intercity Passenger Rail Improvements. Further, as an express condition precedent to any use of or access to the Intercity Passenger Rail Improvements through the Independent Track or any rail spur, the Rail Owners must execute a separate written agreement acceptable to the Rail Owners (in their sole but reasonable discretion) regarding the terms and conditions governing the use and operation thereof, which terms and conditions shall, among other things, recognize the priority access rights of the Intercity Passenger Rail Service to use of the Intercity Passenger Rail Improvements. In addition, it is acknowledged by Declarant that the Rail Owners shall have the right to review and approve the final construction plans and operation plans (which shall address indemnification, insurance and maintenance obligations) for any rail spur and for any Rail Crossing contemplated hereunder (the "Plans") for the limited purpose of ensuring the conformity of such Plans with the requirements of this Declaration (including confirmation that the Plans will not interfere with the safe and uninterrupted operation of the Intercity Passenger Rail Service) and to confirm that such Plans comply with all applicable laws related to such improvements, including, without limitation, rules and regulations mandated by the FRA regarding railroads. Provided however, the Rail Owners' approval of any such Plans shall not be unreasonably conditioned, withheld or delayed. The Rail Owners shall furnish any comments or requested changes to any Plans submitted to it within thirty (30) days after delivery of the Plans to such Rail Owner. A Rail Owner's failure to furnish comments to any Plans submitted for review and approval within such thirty (30) days shall be deemed a waiver of such Rail Owner's right to comment on the Plans and that Rail Owner's approval of such Plans shall be presumed and that Rail Owner shall thereafter be estopped from raising any objections to such Plans. In the event that any Rail Owner furnishes written comments to the Plans within such thirty (30) days, revised versions of the Rail Plans addressing such comments shall be submitted for such Rail Owner's review and approval and such Rail Owner shall have fifteen (15) days within which to review and comment on the revised versions of the Plans. A Rail Owner's failure to furnish comments to any revised versions of the Plans submitted for review and approval within such fifteen (15) days shall be deemed a waiver of that Rail Owner's right to comment on the revised Plans and that Rail Owner's approval of such Plans shall be presumed and that Rail Owner shall thereafter be estopped from raising any objections to such Plans. Should any Rail Owner affirmatively consent to the Plans as provided in this Section or fail to object to the Plans, or revised Plans, within the time frame provided above, then that Rail Owner's approval rights existing under this Section shall be deemed satisfied and the Plans shall be deemed approved. The Declarant agrees to make reasonable accommodations to address the Rail Owners' comments or requested changes to the Plans. Notwithstanding the Rail Owners' rights to review the design of improvements as provided in this Section 1.5, Rail Owners shall have no financial responsibility in connection with the design, construction, operation, maintenance, repair or replacement of such improvements or any component part thereof. The Declarant shall indemnify, defend and hold harmless Rail Owners from all fines, penalties, damages, losses, expenses (including without implied limitation legal and appellate fees and court costs), claims, suits, judgments, and other costs, obligations, and liabilities, that are incurred by Rail Owner to the extent arising solely as a result of Rail Owner's approval of the Plans. A Rail Owner's approval of the Plans (either affirmatively or by virtue of Rail Owner's failure to object within the aforementioned periods) shall only constitute Rail Owner's

determination that the Plans comply with the provisions of this Declaration and shall not be deemed as any representation or warranty on the part of Rail Owner regarding the fitness or completeness of the Plans, their compliance with any applicable standards or regulations relating to the design, construction or operation of those improvements, the suitability or advisability of constructing the improvements in the location or manner proposed by the Plans, or any other type of warranty or representation whatsoever. Accordingly, to the fullest extent permitted by law, the Rail Owners shall be understood to have disclaimed any and all responsibility and liability with regard to the design, operation, ownership, use, maintenance, repair or construction of such improvements. For the avoidance of doubt, this Section 1.5 shall not be deemed to apply to the activities or operations of CFX in furtherance of its statutory purpose.

1.51.6 Maintenance. For so long as the Intercity Passenger Rail Improvements are owned by the Rail Owners, the Rail Owners shall maintain the portion of the southerly one hundred feet (100') of the Property (and any improvements thereon) utilized for Intercity Passenger Rail Service, and CFX shall maintain the southerly one hundred feet (100') of the Property (and any improvements thereon), except that portion utilized for Intercity Passenger Rail Service. At such time, if ever, that the Intercity Passenger Rail Improvements may be owned by CFX, then CFX shall thereafter assume responsibility for maintaining the portion of Property formerly utilized for Intercity Passenger Rail Service; provided however, such maintenance responsibility shall not obligate CFX to maintain any portion of the Intercity Passenger Rail Improvements in an operable condition. For purpose of this Section 1.46, the terms "maintain" or "maintaining" shall mean keeping the subject property or improvements in a clean, safe, and sanitary condition, free and clear of trash and debris of any kind, and of overgrowth of grass, weeds, brush, and other growth, consistent with CFX maintenance standards for its system generally. For so long as the Intercity Passenger Rail Improvements are owned by the Rail Owners and are being utilized for Intercity Passenger Rail Service, the Intercity Passenger Rail Improvements shall be maintained in a manner consistent with Federal Railroad Administration ("FRA") regulations applicable to FRA Class 6 and American Railway Engineering and Maintenance of Way Association ("AREMA") standards.

2. **Covenants Relating to the International Corporate Park and Innovation Way East Developments of Regional Impact.** No Owner shall succeed to or otherwise receive any of the rights, authority, or interests arising from or relating to the International Corporate Park Development of Regional Impact (the "DRI") or to the proposed Innovation Way East Development of Regional Impact or arising from the Development Order issued pursuant thereto, and all such rights are hereby reserved to Suburban Land Reserve, Inc. ("SLR"). Without limiting the foregoing, no Owner shall receive any vehicle trips or other capacity, services, or development rights whatsoever, provided by or permitted under the DRI. Any and all Owners shall execute and deliver such documents, and take such other actions, as SLR may reasonably require in order to remove the Suburban Land Reserve Property from the DRI and demonstrate that Owner receives no rights arising from or with respect thereto. Likewise, to the extent required by law, SLR will execute and deliver such documents, and take such other actions as any Owner may reasonably require in order to amend and modify the DRI to clarify and confirm that the Property may be used for road and/or rail purposes and that no Owner shall have any obligations under or related to the DRI or arising from the Development Order issued pursuant thereto. Relating to the DRI, any Owner, by its acceptance of title or any other interest in and to the Property agrees as follows:

No Owner shall have any right to amend or modify the Development Order, or to preclude, obstruct, challenge, or otherwise impede any effort by SLR, or any successor or assign of SLR, to amend or modify the Development Order, except to the extent that any such amendment or modification precludes, in a material and adverse way the enjoyment of rights expressly granted to such Owner pursuant to this Declaration.

No Owner shall have any right to use or invoke rights relating to, existing governmental permits, development approvals, development orders, developer agreements, certificates, prepaid impact fees and impact fee credits, zoning approvals and amendments, land use approvals and amendments, reservations and other commitments for utilities services, and other entitlements.

Owners shall make reasonable efforts to retain, detain, and treat on the Property all surface waters originating on the Property. SLR and any Owner may also agree to reasonably consider paying for and sharing stormwater facilities if such sharing would be mutually beneficial to both parties. No Owner shall have any right to drain such surface waters in master stormwater facilities located on the Retained Property, without Declarant's written approval.

SLR hereby discloses to any and all Owners SLR's intentions to develop the Suburban Land Reserve Retained Property as well as properties that belong to FRI and that SLR has, or may hereafter acquire, the right to purchase. Those lands may be developed for diverse uses, including without implied limitation, single family residential, multifamily residential, professional office, commercial retail, and industrial. Any Owner acquiring title or any other interest in and to any portion of the Property agrees by virtue of its acquisition of such title or any other interest subject to the provisions of this Declaration that such Owner shall not at any time hereafter, directly or indirectly, challenge, oppose, or otherwise obstruct or impede SLR's (or its successors in interest's) efforts to develop adjacent lands, including without implied limitation efforts to secure governmental approvals and entitlements for such developments, except to the extent that such efforts or such development preclude in a material and adverse way the enjoyment of rights expressly granted to such Owner pursuant to this Declaration.

3. Miscellaneous.

3.1 Enforcement. Declarant or Declarant's successors and assigns, may enforce the rights arising hereunder, by any proceeding at law or in equity against any Person or Persons violating any of the same, either to restrain or enjoin violation, or the threatened violation, or to recover damages, or both, and to enforce any right created pursuant to this Declaration; and the failure or forbearance by Declarant or Declarant's successors and assigns to enforce any of such rights shall in no event be deemed a waiver of the right to do so thereafter. Likewise, each Owner, including each Rail Owner, may enforce the rights arising hereunder, by any proceeding at law or in equity against any Person or Persons violating any of the same, including the Declarant, either to restrain or enjoin violation, or the threatened violation, or to recover damages, or both, and to enforce any right created pursuant to this Declaration; and the failure or forbearance by any such Owner or such Owner's successors and assigns to enforce any of such rights shall in no event be deemed a waiver of the right to do so thereafter. Any Owner acquiring title to any portion of the Property shall be irrebuttably presumed to have accepted and be bound by the provisions of this Declaration and hold title to any such portion of the Property subject to the provisions of this Declaration. Any successor or assign of Declarant acquiring rights under this Declaration shall be irrebuttably presumed to have accepted and be bound by the provisions of this Declaration and its rights shall be subject to the provisions of this Declaration.

3.2 Attorney's Fees. Should any litigation arise between Declarant or Declarant's successors and assigns, and any Owner or other third party subject to the terms of this Declaration concerning or arising out of this Declaration, including, but not limited to, actions for damages, specific performance, declaratory, injunctive or other relief, and whether at law or in equity, and including appellate and bankruptcy proceedings as well as the trial level, the prevailing party in any such litigation or proceeding shall be entitled to recover reasonable attorneys' fees and costs. Provided however, this Section 3.2 shall not apply to any Owner which is a governmental agency (a "Governmental Owner"); therefore, attorney's fees shall not be assessed against any Governmental Owner pursuant to this Section 3.2 nor may attorney's fees be recovered by any Governmental Owner pursuant to this Section 3.2.

3.3 Amendment. This Declaration may be amended, modified or restated only upon the recordation of an instrument executed by (a) Declarant or a successor or assign of Declarant who has received an express assignment of any or all of Declarant's rights hereunder and (b) the then-current Owners of the Property.

3.4 Severability. Invalidity of any part of this Declaration by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

3.5 Captions. The captions contained in this Declaration are for convenience only, are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

3.6 Beneficiaries of Rights and Privileges.

(a) The rights and privileges established, created and granted by this

Declaration to Declarant shall continue for so long as this Declaration shall remain in effect and be for the benefit of, and restricted solely to, the Declarant, Limited Assignees (but only to the extent of their express authorization by a Declarant), and Declarant's successors and assigns, but shall not run with title to or benefit the Retained Property.

(b) The rights, privileges, benefits, and burdens established, created and granted by this Declaration to Owners shall be for the benefit of then current Owners of the Property, shall be perpetual, shall run with title to and bind the Property, and shall survive any destruction, reconstruction and relocation of the physical structures and facilities which from time to time may be located thereon, unless the other terms and provisions of the Declaration specifically provide that such rights or privileges shall terminate.

3.7 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by (a) the Declarant or any successor or assign of Declarant who has received an express assignment of Declarant's rights hereunder and (b) the then current Owners, until December 31, 2063, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless at least one (1) year before the then scheduled termination date an instrument signed by Declarant and the then Owners is recorded in the Official Records of Orange County, Florida changing or terminating said covenants and restrictions in whole or in part.

3.8 Applicable Law. This Declaration shall be construed under and in accordance with the laws of the State of Florida. Venue for any lawsuit filed relating to this Declaration shall be exclusively in the state courts located within Orange County, Florida.

3.9 Address for Furnishing Notices to Declarant. Any notice, including any request for approval for any proposed plans for the construction of Intercity Passenger Rail Improvements pursuant to Section 1.1, shall be deemed to have been fully delivered when made in writing and personally delivered by hand, sent by registered or certified mail, postage prepaid, return receipt requested, or sent by nationally recognized commercial courier for next business day delivery to, as applicable, (a) the last known address of each Owner as reflected in any recorded instrument filed in the Official Records of Orange County, Florida evidencing each such Owner's interest in the Property or, alternatively, as reflected in any written notice to delivered to Declarant hereunder describing such Owner's interest in the Property, or (b) the addresses for each Declarant and CFX as set forth below.

If to Suburban Land Reserve, Inc:

Suburban Land Reserve, Inc.
79 S. Main Street, Suite 500
Salt Lake City, Utah 84111
Attention: _____

If to Farmland Reserve, Inc: Farmland Reserve, Inc.
79 S. Main Street, Suite 1000
Salt Lake City, Utah 84111

Attention: _____

Notices to SLR and FRI
also to be copied to:

Office of the General Counsel
50 East North Temple Street 2WW
Salt Lake City, Utah 84150
Attention: Associate General Counsel
(Domestic)
Telephone: (801) 240-6100
Facsimile: (801) 240-2200

If to CFX:

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attention: Executive Director

Any Owner, which for purposes of this Section 3.9 includes a Rail Owner, and either Suburban Land Reserve, Inc. or Farmland Reserve, Inc. may change the address at which to receive notices under this Declaration or the party to whom any notice required hereunder should be directed by filing a notice to such effect in the Real Property Records of Orange County, Florida and by delivering a copy of such notice to Declarant and CFX at the addresses set forth above (or at such current address which may then apply).

3.10 Nature of Declaration. The terms of this Declaration have been negotiated at arm's length between Declarant and CFX, and this Declaration is a part of a larger transaction for the voluntary sale of the Property by the Declarant to CFX. Accordingly, this Declaration and each and every provision hereof is an integral component of the overall transaction for the sale of the Property and in the absence of each and every provision of this Declaration, Declarant would not have proceeded with the sale of the Property. By its acceptance of the deeds to the Property, CFX acknowledges and agrees that it has accepted and consented to each and every provision of this Declaration.

3.11 Sovereign Immunity. Nothing in this Declaration shall constitute or be construed as a waiver by CFX, or by any subsequent Owner that is a state agency or subdivision (as defined in Section 768.28(2), Florida Statutes (2014)), of its right to assert sovereign immunity as set forth in Section 768.28, Florida Statutes (2014), as amended, (or other statutes or law which may be applicable to CFX or any such Owner) either as to whether the cause of action exists under Florida law or as to the maximum limits of liability thereunder.

3.12 Exhibits. The following Exhibits are attached to this Declaration and by this reference made a part hereof:

Exhibit A-1	Legal Description of the Farmland Reserve Property
Exhibit A-2	Legal Description of the Suburban Land Reserve Property
Exhibit B-1	Legal Description of the Farmland Reserve Retained Property
Exhibit B-2	Legal Description of the Suburban Land Reserve Retained Property

Exhibit C-1 Existing Crossings
Exhibit C-2 Planned Crossings

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

Signed, sealed and delivered
in the presence of:

FARMLAND RESERVE, INC.
a Utah not-for-profit corporation

Witness Signature

Print Name

By: _____

Print Name: _____

Title: _____

Witness Signature

Print Name

79 S. Main Street, Suite 1000

Salt Lake City, Utah 84111

Attn: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____ as _____ of FARMLAND RESERVE, INC., a Utah not-for-profit corporation, on its behalf.

Signature of Notary Public

(SEAL)

Name of Notary Public

(Typed, Printed or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

Signed, sealed and delivered
in the presence of:

SUBURBAN LAND RESERVE, INC., a
Utah corporation

Witness Signature

Print Name

Witness Signature

Print Name

By: _____

Print Name: _____

Title: _____

79 S. Main Street, Suite 500

Salt Lake City, Utah 84111

Attn: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
_____, 201__, by _____ as _____
of SUBURBAN LAND RESERVE, INC., a Utah corporation, on its behalf.

Signature of Notary Public

(SEAL)

Name of Notary Public

(Typed, Printed or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

EXHIBIT A-1

LEGAL DESCRIPTION OF THE FARMLAND RESERVE PROPERTY

[To be inserted upon completion of survey]

EXHIBIT A-2

LEGAL DESCRIPTION OF THE SUBURBAN LAND RESERVE PROPERTY

[To be inserted upon completion of survey]

EXHIBIT B-1

LEGAL DESCRIPTION OF THE FARMLAND RESERVE RETAINED PROPERTY

[To be inserted upon completion of survey]

EXHIBIT B-2

**LEGAL DESCRIPTION OF THE SUBURBAN LAND RESERVE RETAINED
PROPERTY**

[To be inserted upon completion of survey]

EXHIBIT C-1

EXISTING CROSSINGS

EXHIBIT C-2
PLANNED CROSSINGS

ORLDOCS 14005014 6


F. 2.

Contract Award to TransCore
for Toll Collection System
Upgrade

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: April 28, 2015

RE: Award of Contract to TransCore, LP for
Toll Collection System Upgrade
Contract No. 001021

At its meeting on February 12, 2015, the Board authorized staff to negotiate with TransCore, LP for the final terms and conditions, scope of services requirements, and price for the referenced contract to ensure that both parties clearly understood and agreed on system requirements, cost and compensation, equipment procurement, and installation, testing and completion schedules. After a number of meetings between the parties, the negotiations have been completed and a mutually acceptable agreement has been reached. Board award of the Contract to TransCore in the amount of \$85,000,000.00 is requested.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Joann Chizlett, Director of Information Technology
Dave Wynne, Director of Toll Operations

CONTRACT

This Contract (the "Contract" as defined herein below), is made this 14th day of May, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the CFX and TransCore, LP, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, the CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

WHEREAS, the CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to design, furnish, install and maintain toll collection system replacement equipment and related tasks as may from time to time be assigned to the CONTRACTOR by the CFX; and,

WHEREAS, on or about September 29, 2014, the CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the sole qualified firm that responded to the Request for Proposals and was ultimately selected; and,

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include designing, furnishing, installing and maintaining toll collection system replacement equipment as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services

on a non-exclusive basis. The CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract – Volume II of RFP001021 dated 9/28/2014
- 1.2 Negotiated Areas v12 dated 4/21/2015
- 1.3 TransCore modifications and clarifications
- 1.4 Revised CDRL Appendix K dated 2/24/2015
- 1.5 Agreed changes to Milestone Payments
- 1.6 The Addenda (RFP001021 Addendum 1, 2, & 3) modifying the Contract Documents,
- 1.7 The Statement of Work – Volume III of RFP001021 dated 9/28/2014,
- 1.8 The System Requirements – Volume IV of RFP001021 dated 9/28/2014,
- 1.9 The Method of Compensation – Volume V of RFP001021 dated 9/28/2014,
- 1.10 Appendices – Volume VI of RFP001021 dated 9/28/2014,
- 1.11 TransCore Project Management Matrix
- 1.12 TransCore Maintenance Personnel Matrix
- 1.13 TransCore Revised Project Schedule
- 1.14 The Technical Proposal submitted by CONTRACTOR
- 1.15 The Price Proposal submitted by CONTRACTOR,
- 1.16 TransCore “Allegro Toll Transponder Replacement Proposal”
- 1.17 Bonds, and
- 1.18 Insurance policies

(Collectively, the “Contract”, Note – Volume I of RFP001021; Proposal Submittal Requirements, dated 9/28/2014, are not a part of the Contract).

2. TERM AND NOTICE

The term of the Contract will be from the date established in the Notice to Proceed from the CFX as shown in the table below:

Table III.00.02 – Project Milestones			
Project Phase	Mile-stone No.	Milestone	Time Frame
Phase I System Design Development	1	Completion of Mobilization	8/27/2015
	2	Satisfactory Completion of Preliminary Design Review (PDR)	9/7/2015
	3	Satisfactory Completion of Detail Design Review (DDR)	10/21/2015

Table III.00.02 – Project Milestones

Project Phase	Mile-stone No.	Milestone	Time Frame
Phase II System Integration & Testing	4	Satisfactory Completion of Factory Acceptance Test (FAT)	2/22/2016
Phase III System Implementation, Installation, Commissioning & Testing	5	Satisfactory Completion of Implementation of Toll Host Environment Subsystems& Message Converter Interface w/Legacy	3/7/2016
	6	Satisfactory Completion of Toll Host Environment Interoperability & External Interface Testing	6/7/2016
	7	Satisfactory Completion of System Initial End-to-End Testing (SIETET)	11/28/2016
	8	Satisfactory Completion of Plaza Acceptance Testing (PAT) at Last Plaza Group	12/3/2019
Phase IV Final System Acceptance	9	Satisfactory Completion of Final System Acceptance Testing (SAT)	6/27/2019
Phase V Warranty Period	----	-----	11/28/2016 THRU 12/19/2019 H/W: Host Environment: Date of Host Environment Commissioning for 3 years. Plaza Group: Date of 1 st Plaza Group Commissioning for 1 year. S/W: Date of 1 st Plaza Group Commissioning thru end of Contract Term.
Phase VI System Maintenance Period	10	End of Initial System Maintenance Period	6/27/2019 H/W: Date of Final System Acceptance. S/W: Date of Final System Acceptance.
	11	End of Operational System Maintenance Period	5 years after Date of Final System Acceptance.

EXTENDED SYSTEM MAINTENANCE

At CFX's sole option, CONTRACTOR shall provide extended system maintenance for ten (10) additional one-year periods, or portions thereof, with a price that shall not increase more than the prior year's average annual increase as reported in the Consumer Price Index (CPI) for All Urban Consumers (not seasonally adjusted, south urban, all items) published by the Bureau of Labor Statistics or no more than 3% per year, whichever is lower. If the CPI is negative, then the price shall not decrease, but remain the same as the prior year.

The CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the CFX (with or without cause) constitute a default by the CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the CFX, the CFX will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, the CFX may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as the CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay the CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be

reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration or earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is \$85,000,000.00.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation, Contract Exhibit 1.9 as amended by Contract Exhibit 1.5.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) “Contract Records” shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR’s performance of the Contract determined necessary or desirable by the CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to the CFX.

(ii) “Proposal Records” shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. The CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If the CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for the CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the CFX until reinstated by the CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit the CFX, at the CFX's option, to perform or have performed an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by the CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to the CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

The CFX encourages participation of local minority and women business enterprises on contracts considered for an award. The CONTRACTOR has committed to a two point seven percent (2.7%) M/WBE participation objective for this project.

The CONTRACTOR shall ensure that M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the CONTRACTOR shall take all necessary and reasonable steps to accomplish that result.

The CONTRACTOR shall submit a draft M/WBE Participation Plan to the CFX for review within 15 days after the Notice to Proceed for the project. The CONTRACTOR's M/WBE plan shall meet the CONTRACTOR's objective approved by the CFX.

At any time, the CFX's Executive Director may grant a partial or complete waiver of the M/WBE objectives for the project due to consideration of property, public safety, and health, including financial impact to the CFX.

5.1 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
 - (c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
 - (d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - (f) "Women".
- (2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
- (3) "Certified" means a finding by Orange County, Florida, or the City of Orlando, Florida that the business is a bona fide Minority or Women owned and operated business.
- (4) "Women Business Enterprise" comprises all women. All minority women business owners will be classified as a Women Business Enterprise.

5.2 Specific Requirements: The CONTRACTOR shall, among other things, implement techniques to facilitate continuing M/WBE participation in contracting activities including, but not limited to:

- (1) Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
- (2) Providing assistance to M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
- (3) Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
- (4) Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible M/WBE contractors to apply for certification.
- (5) Meeting with appropriate officials of the CFX, including its Business Development Program Office, to assist with the CONTRACTOR's efforts to locate M/WBEs and assist with developing joint ventures, partnering, and mentorship.

5.3 The CFX will count M/WBE participation toward meeting M/WBE objectives as follows:

- (1) The total dollar value of the contract to be awarded to the certified M/WBE may be counted toward the applicable M/WBE objective.
- (2) A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the M/WBE partner in the joint venture may be counted toward the M/WBE objective.
- (3) Only expenditures to M/WBEs that perform a commercially useful function may be counted toward the M/WBE objective. An M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether an M/WBE is performing a commercially useful function, the CFX will evaluate all relevant factors such as the amount of work subcontracted and industry practices.
- (4) Consistent with normal industry practices, an M/WBE may enter into subcontracts. If an M/WBE subcontracts 50 percent or more of the work

assigned to it, the M/WBE shall be presumed not to be performing a commercially useful function.

- (5) Expenditures for materials and supplies obtained from M/WBE suppliers and manufacturers may be counted toward the M/WBE objective, provided that the M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the M/WBE objective is as follows:

- (a) All expenditures to an M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the M/WBE objective.
- (b) CONTRACTOR may count toward its M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from an M/WBE regular dealer, and 100 percent of such expenditures to an M/WBE manufacturer.

A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONTRACTOR.

A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packages shall not be regarded as manufacturers or regular dealers within the meaning of this article.

- (c) CONTRACTOR may count toward M/WBE objectives the following expenditures to M/WBE firms that are not manufacturers or regular dealers:
 - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission

is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.4 Records and Reports: The CONTRACTOR shall develop a record keeping system to monitor its M/WBE participation and shall maintain the following records:

- (1) the procedures adopted to comply with these special provisions;
- (2) the number of subordinated contracts on CFX projects awarded to M/WBEs;
- (3) the dollar value of the contracts awarded to M/WBEs;
- (4) the percentage of the dollar value of all subordinate contracts awarded to M/WBEs as a percentage of the total contract amount;
- (5) a description of the general categories of contracts awarded to M/WBEs;
- (6) the specific efforts employed to identify and award contracts to M/WBEs;
- (7) maintenance of records of payments and monthly reports to the CFX;
- (8) Subcontract Agreement between CONTRACTOR and M/WBE subcontractors; and
- (9) any other records required by the CFX's Project Manager or Executive Director.

The records maintained by the CONTRACTOR in accordance with this article shall be provided to the CFX for review within 48 hours of the CFX's request. The CONTRACTOR shall submit a

properly executed M/WBE Payment Certification (Form No. 275-020-001-A) monthly during the life of the M/WBE subcontract whether payment is made or not.

CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

6. CONTRACTOR INSURANCE AND PERFORMANCE PAYMENT BOND

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the CFX. All surety bonds shall be in a form and issued by a surety company approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of Five Million Dollars (\$5,000,000.00) per occurrence of bodily injury or property damage and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for tort liability for bodily injury and property damages assumed by CONTRACTOR under this Contract. Limits may be met by a combination of primary and excess coverage.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of Five Million Dollars (\$5,000,000.00) for each accident, which limits may be met by a combination of primary and excess coverage;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

6.5 **Performance and Payment Bond equal to the amount of the Contract;**

6.6 **Employees Fidelity Bond covering each employee for a minimum of \$100,000.00 per employee, covering each employee of CONTRACTOR employed on this**

Contract. Commercial Crime insurance with limits no less than \$5,000,000 is acceptable in lieu of an Employees Fidelity Bond.

Such insurance policies shall be without co-insurance, and shall (a) include the CFX, and such other applicable parties the CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by the CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, the CFX may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

- (i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;
- (ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;
- (iii) members of the public who may be traveling through the plazas and their vehicles.

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX's Drug-Free Workplace Policy; and
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.5 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR.

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of the CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Principal-In-Charge; Project Manager; Deputy Project Manager, System Design; Deputy Project Manager, System Installation; Manager, Quality Assurance/Quality Control; Manager, Application Development; Database Administrator; Toll Installation and Maintenance Liaison Leader(s); Manager, Training (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Statement of Work, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract

by the CFX. When the CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and the CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to the CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of the CFX.

9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the CFX Property and CFX Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

The Contractor's obligation to indemnify, defend, and pay for the defense or, at the Authority's option, to participate and associate with the Authority in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the Authority's notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to defend and indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines the Authority is solely negligent. The Contractor shall pay all costs and fees related to this obligation and its enforcement by the Authority. This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

10. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. Thereafter, CONTRACTOR shall follow CFX's instructions with regard to such request. To the extent that such request seeks non-exempt public records, the CFX shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

11. INFORMATION RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

CONTRACTOR shall protect and shall make no release of any information, data, customer information, system metrics, to anyone outside of the Contract, unless otherwise explicitly authorized by CFX. The CONTRACTOR shall secure all network interfaces and take prudent measures to protect CFX data and information within the CONTRACTOR'S organization from both internal and external potential threats of data theft and misuse.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property").

CFX's ownership rights apply to all data gathered, processed, stored or otherwise used by the System. CFX shall have unrestricted, free access to all such System data at all times. CFX's rights to all data shall be at no additional cost. The CONTRACTOR shall in a timely manner support all data requests made by CFX.

CFX's ownership of the CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the CFX's registered trademark name for the CFX's electronic toll collection system, and comprises a portion of the CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use the CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in the CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of the CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR

(collectively, the “CONTRACTOR Property”), and the intellectual property rights associated therewith (collectively, the “CONTRACTOR Intellectual Property”), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as “CONTRACTOR”) warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX’s use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain the CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in the CFX’s sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party’s conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX’s continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. CUSTOM SOFTWARE OWNERSHIP AND LICENSING

All custom software provided under this agreement, as the term “custom software” is defined in Volume VI, Appendix “A”, including documentation, executable code and source code, will be owned by CFX or licensed to CFX as stated below.

13.1 Custom Software Ownership

The CONTRACTOR shall provide to CFX a license for all custom software and any related software including any product upgrades for the life of the system. The CONTRACTOR or its subcontractor(s) shall grant CFX a non-exclusive, no cost, royalty free, perpetual license for unlimited CFX use of the custom software and documentation including executable code and source code. Such license shall extend to any CFX owned or operated facility. All such software will remain the property of the CONTRACTOR or its subcontractor(s) and all title and rights will remain with the CONTRACTOR or its subcontractor(s) subject to CFX’s license. Said license of the CONTRACTOR or its subcontractor(s) shall grant CFX or any third party under contract with CFX the right to modify or change any software (source and executable code) in performance of maintenance and enhancement functions. Any modification of the source code by CFX, its agents, or third party contractors shall nullify and invalidate CONTRACTOR’s software warranty for that particular piece of software.

If CFX decides to release licensed custom software during the term of this Contract to any firm specializing in software integration for toll collection systems, it shall provide the CONTRACTOR with sufficient notification to allow the CONTRACTOR to facilitate the execution of a non-disclosure agreement between the owner and the receiving party. CFX shall not release the software and/or source code until the non-disclosure agreement is fully executed. The owner of the software shall act within a reasonable time and fashion to execute the non-disclosure agreement with the receiving party, but in no event shall the owner execution exceed 30 calendar days from owner receipt of non-disclosure agreement signed by the recipient; otherwise the owner waives its right to such non-disclosure agreement. The CONTRACTOR shall include such provision in all CONTRACTOR software subcontracts where CFX will be licensed custom software. The CONTRACTOR and CFX will utilize mutually agreed upon non-disclosure forms. Such non-disclosure agreement shall not be required beyond the term of this Contract.

14. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall, unless otherwise specified, procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

15. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term “fee” shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the CFX in accordance with the CFX’s Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 and 348.753 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

16. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

17. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify the CFX if any of CONTRACTOR’s Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

18. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon, among other considerations, characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR’s right, title, or interest therein without the written consent of the CFX, which may be withheld in the CFX’s sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX’s written consent shall be null and void and shall, at CFX’s option, constitute a default under the Contract. Notwithstanding the foregoing:

18.1 CONTRACTOR may assign its rights to receive payment under this Agreement with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

18.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

- (i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to the CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the CFX. Upon such event, the CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and
- (ii) shall require the subcontractor to comply with all laws and the SOP Manual, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. The CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the CFX upon request, and
- (iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and
- (iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the CFX with equal or greater protections than herein.

If, during the Term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to the CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to the CFX's Director of Procurement requesting approval to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by the CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall

contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

19. DAMAGES

CFX and the CONTRACTOR recognize that time is an essential element of the Contract, and that such conditions including without limitation: delay in completing the work on time; failure of the System to perform with the required functionality or at required service levels; and/or failure to provide the required level of service for Contract activities such as System Maintenance; will result in damages due to public inconvenience, obstruction to traffic, interference with business, loss of revenues, and increasing of inspection and administrative costs to CFX.

19.1 Liquidated Damages

It is therefore agreed that in view of the difficulty of making a precise determination of actual damages, a sum of money in the amount stipulated in Appendix E of Volume VI, will be charged against the CONTRACTOR for failure to perform within the time required, not as penalty, but as liquidated damages.

19.2 Assessment and Collection of Damages

(i) The Contractor's delay in completing the work in accordance with the baseline schedule and subsequent revisions shall result in a damage to CFX. These damages will be assessed as Liquidated Damages as indicated herein. The assessment for each applicable milestone, phase or plaza group implementation shall be one thousand dollars (\$1,000.00) per calendar day for each day of delay beyond the scheduled date of completion. Assessment of and collection of payment for such Liquidated Damages will occur upon completion of work the milestone, phase, or plaza group for which the Liquidated Damages occur. Liquidated Damages shall apply to the following completion dates for milestones, phases and plaza groups as provided in the baseline schedule:

- a. Failure to meet the schedule date for Milestone 7 – Completion of the System Initial End-to-End Test (SIETET).
 - b. Failure to meet the scheduled dates for completion of the Plaza Acceptance Test by individual Plaza group (subset of Milestone 8)
- (ii) Assessment and collection of liquidated damages for failure to meet service level requirements shall occur at the completion of each invoice period (generally monthly).
- (iii) Assessment and collection of actual damages such as for loss of revenues, etc. shall occur at the completion of each invoice period (generally monthly).
- (iv) CFX shall have the right to apply as payment on such liquidated or actual damages any money that is due to the CONTRACTOR by CFX.

(v) CFX does not waive its right to liquidated or actual damages due under the Contract by allowing the CONTRACTOR to continue and to finish the work, or any part of it, after the expiration of the contract time for a phase including granted time extensions. CFX considers a phase complete when the CONTRACTOR has completed all work and CFX has accepted the work.

(vi) CFX reserves the right to delay assessment of liquidated and/or actual damages or waive damages in whole or in part at any time if CFX determines such waiver is in its best interest. Any such waiver is at CFX's sole discretion.

(vii) CFX reserves the right to assess and collect actual damages as a result of poor workmanship or failure of the CONTRACTOR to follow manufacturer's instructions relating to any supplied installed product. This provision includes but is not limited to the Point of Sale (POS) equipment in the event of a compromise that results in damages and fines to CFX which is attributable to the device not being installed, operated or maintained in accordance with the manufacturer's instructions.

(viii) If the critical path of the Project Schedule is impacted as a result of a force majeure event, then Contractor shall be entitled to an extension of the Contract Time equal to the actual delay and an adjustment of the Contract Amount for any increase in the cost of performance of the Work. A Force Majeure event is defined hereby as any one of the following: act of God or the public enemy, act of a governmental authority acting in its sovereign capacity, fire, flood, epidemic, quarantine restriction, hurricane, war, terrorism, riot, earthquake, strike or embargo. In the event that either party's failure to perform in accordance with any schedule or when otherwise required under the Contract arises solely out of a Force Majeure Event that is both out of the control of such party and without the fault or negligence of such party, the time for performance under the Contract may be extended proportionately.

19.3 Schedule of Liquidated Damages – The amounts and descriptions of various warrants for Liquidated Damages are provided throughout the Contract documents, particularly in Volume III, Statement of Work; Volume IV, System Requirements; and in Volume VI, Appendix E, Performance Measures and Service Levels.

19.4 Not used

19.5 Permitting CONTRACTOR to Finish Work – Permitting the CONTRACTOR to continue and to finish the work, or any part of it, after the expiration of the contract time allowed for a phase, including extensions of time granted to the CONTRACTOR, shall in no way act as a waiver on the part of CFX of the damages due under the Contract.

19.6 Completion of Work by CFX – In case of default of the Contract and the completion of the work by CFX, the CONTRACTOR and the CONTRACTOR's Surety shall be liable for the damages under the contract, but no shall be chargeable for any delay in the final completion of the work by CFX due to any unreasonable action or delay on the part of CFX.

19.7 Reduction in Payment for Liquidated or Actual Damages – Liquidated or actual damages for days of delay will be charged against the payment(s) due the CONTRACTOR for a Phase before the balance thereof is released and paid to the CONTRACTOR. In the event the balance due the CONTRACTOR for a Phase is insufficient to offset the liquidated damages due CFX, CFX shall have the right of offset against other payments due the CONTRACTOR under other phases of work. When neither offset provision remedies the damages amount due CFX, damages are due CFX upon demand.

19.8 Contract Cap on Liquidated Damages related to Appendix E of Volume VI, – An overall Contract cap to Liquidated Damages will apply for the duration of this Contract related to the requirements stipulated in Appendix E of Volume VI. After the first month of operations, Liquidated Damages, if any, are capped at a maximum of fifteen percent (15%) of the monthly Contract's invoice. After the second month of operations, Liquidated Damages, if any, are capped at a maximum of thirty percent (30%) of the monthly Contract's invoice. After the third month of operations, Liquidated Damages, if any, are capped at a maximum of forty-five percent (45%) of the monthly Contract's invoice. After the fourth month of operations, Liquidated Damages, if any, are capped at a maximum of sixty percent (60%) of the monthly Contract's invoice. After the fifth month of operations, Liquidated Damages, if any, are capped at a maximum of seventy-five percent (75%) of the monthly Contractor's invoice. After the sixth month of operations and thereafter, Liquidated Damages, if any, are capped at a maximum of ninety percent (90%) of the monthly Contractor's invoice.

19.9 Contract Cap on Actual Damages – The Contract cap to Actual Damages is divided into two phases as follows:

(i) Prior to Final System Acceptance

- 1) Cap for toll revenue losses is capped at the amount of the lost toll revenue due to any issue that results in a loss of revenues. (Note: for current toll revenue and traffic information, refer to CFX's monthly statistical report which can be found on CFX's website: <https://www.cfxway.com/CorporateInformation/FinancialReportsampStatistics/StatisticalReports.aspx>)
- 2) Cap for non-toll revenue losses is capped at five million dollars (\$5,000,000.00).

(ii) After Final System Acceptance

The cap is ten million dollars (\$10,000,000.00).

19.10 At its sole discretion, CFX may waive Liquidated Damages and assess the Contractor Actual Damages to recover revenue loss due to system malfunctioning and the costs associated with researching such system malfunctioning, which may include but not limited to labor costs, consultant costs, and any other miscellaneous costs.

20. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the CFX's Executive Director (or his/her delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

21. REMEDIES

In addition to any remedies otherwise available to the CFX under law, upon an uncured default the CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the CFX are required for Contract completion. All costs and charges incurred by the CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the CFX for the difference. On a Contract terminated for default, in no event shall the CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

22. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive

of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term “contested claim” or “claims” shall include “Claims” as defined in Section 9, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR’s claim(s).

Attorneys’ fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

“Attorneys’ fees” shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys’ CONTRACTOR’s, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

“Costs” shall include but not be limited to any filing fees, application fees, expert witnesses’ fees, court reporters’ fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

23. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

24. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

25. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between AUTHORITY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of the CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

26. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective

functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

27. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the CFX, whichever is later.

28. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

28.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

28.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

28.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

28.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

28.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

29. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

29.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to CFX a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

29.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the CFX's Board of Directors at its meeting on May 14, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

TRANSCORE LP.

By: Tracy Marks

Print Name: Tracy Marks

Title: President

ATTEST: Uttara (Seal)

Approved as to form and execution, only.

General Counsel for the CFX




F. 3.

Repeal of Equal Opportunity
and Business Development
Policy/Adoption of the Supplier
Diversity Program Policy

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Iranetta J. Dennis 
Director of Business Development

DATE: May 14, 2015

RE: Repeal of the Equal Opportunity and Business Development Policy and adoption of the Supplier Diversity Program Policy

Board adoption of the attached resolution repealing the Equal Opportunity and Business Development Policy and adopting the Supplier Diversity Program Policy is requested. The revised policy will enhance our programs and encourage an increase in opportunities for our local small businesses. I have highlighted the significant changes that reflect a comprehensive process for our business community involvement within the Authority programs. The recommended policy changes incorporated are as follows:

- 1) Changing the name of the department from Equal Opportunity and Business Development to the Supplier Diversity Department; which aligns with the overall mission of the program.
- 2) Includes language that ensures participants of the Authority's D/M/WBE participation objective are independently owned and operated (*see Section 3*)
- 3) Integrating the Disadvantaged Business Enterprise (DBE) firm(s) within the Authority's supplier diversity objective; unifying program participants as referenced in Section 3 of the policy to the Authority's participation objective (*see Section 1 & 3*);
- 4) Incorporate DBE program requirements pursuant to 49 CFR 26, US Code as required by US Department of Transportation federally assisted contracts. (*see Section 18*)
- 5) Incorporate the MICRO Contract Initiative into the Small Sustainable Business Enterprise Program. (*see Section 17*);
- 6) Increase the threshold of the Small Sustainable Business Enterprise(s) annual gross sales over three years :
 - Commodities from \$2 MIL to \$5MIL
 - Professional Services from \$5 MIL to \$10MIL
 - Construction from \$15MIL to \$20 MIL

These changes are to afford local business stakeholders with greater opportunities to participate in the SSBE program when at least three (3) businesses are available. (*see Section 17*);

The updated Policy will assist in continuing to provide equal opportunity and equal access to our local business participants in the Authority's procurement and contract activities. I have also attached the Equal Opportunity and Business Development policy for your review.

The revised policy has been reviewed by General Counsel and determined to be legally sufficient.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations,
Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Contract File

**A RESOLUTION OF THE CENTRAL FLORIDA
EXPRESSWAY AUTHORITY REPEALING THE EQUAL OPPORTUNITY AND BUSINESS
DEVELOPMENT POLICY AND PROVIDING NEW SUPPLIER DIVERSITY PROGRAM
POLICY**

WHEREAS, the Central Florida Expressway Authority (“CFX”) has previously adopted an Equal Opportunity and Business Development Policy to provide small, minority and women-owned businesses with an equal opportunity and equal access to participate in CFX’s procurement and contracting activities; and

WHEREAS, the governing Board of the CFX wishes to repeal the Policy and provide a new Supplier Diversity Program Policy,

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY as follows:

Section 1. Repeal of Existing Policy: The current Equal Opportunity and Business Development Policy is hereby repealed and rescinded.

Section 2. Adoption of new Supplier Diversity Program Policy: In accordance with the recitals set forth above, the Supplier Diversity Program Policy attached hereto as Exhibit “A” is hereby adopted and shall apply as of the Effective Date shown below.

Section 3. This Resolution and Policy shall be codified in the CFX Permanent Rules as part of BD-1.

Section 4. EFFECTIVE DATE. This Resolution shall take effect upon adoption by the CFX governing Board.

ADOPTED this ____ day of _____, 2015.

Welton Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

Joseph L. Passiatore
General Counsel

Central Florida ~~Orlando-Orange County~~

Expressway Authority

~~Equal Opportunity and Business Development~~Supplier Diversity

Program Policy

Central Florida Expressway~~Orlando-Orange County Express~~ Authority

Equal Opportunity and Business Development~~Supplier Diversity Program~~ Policy

Section 1. Mission of the ~~Equal Opportunity and Business Development Programs~~Supplier Diversity Program

The mission of the Central Florida~~Orlando-Orange County~~ Expressway Authority (hereinafter referred to as the "Authority") Supplier Diversity~~Equal Opportunity and Business Development Programs~~ is to provide small, disadvantaged business enterprise (DBE), -minority and women-owned businesses enterprises (M/WBE) with an equal opportunity and equal access to participate in the Authority's procurement ~~and contracting~~ activities.

- A. To further stimulate the local economy, it is the intent of the Authority to assist ~~qualified~~qualified small disadvantaged, -minority and women-owned business enterprises to bid as prime contractors; to joint venture when necessary with other established non-minority and minority contractors, and to bid as subcontractors. The Authority sets a 15% disadvantaged, minority and women-owned (D/M/WBE) business enterprise participation objective for CFX funded projects in the areas of: eConstruction, maintenance, professional services, and ~~other services commodities~~.
- B. The ~~Business Development~~Supplier Diversity Director, Procurement Director or designee and an appropriate Department Rrepresentative shall review each proposed project (bid or request for proposal) to determine the potential for subcontracting and for utilizing D/M/WBEM/WBEs, considering the scope of work and available ~~M/WBEs~~D/M/WBE's to potentially perform the work.
- C. The D/M/WBE ~~objective~~targets for individual bids/RFPs may be higher or lower than the participation objective stated in ~~s~~Section A- above. ~~and The objective should~~ reflects realistic D/M/WBE availability for the particular project. ~~Individual targets~~The objective placed in a solicitation is ~~are~~ considered to be the minimum level of D/-M/WBE participation expected for a particular procurement. ~~Individual targets are set to achieve participation levels commensurate with available businesses.~~ The Authority may grant an exemption to a particular respondent based upon documented good faith efforts.
- D. ~~Targets shall be reasonable; with consideration given to subcontracting opportunities and the availability of M/WBEs in the market area.~~ In cases where it is not reasonable to set a D/M/WBE ~~objective~~targets, the ~~Business Development~~Supplier Diversity Director

may encourage the utilization of D/M/WBE participation through the bidder/respondent's purchase of goods and/ or services.

Section 2. Equal Employment Opportunity

It is the policy of the Authority to encourage equal employment opportunity for minority and women in the work force by contractors and consulting firms. Contractors and consulting firms doing business with the Authority are encouraged to hire local minorities and women as employees when performing on Authority contracts.

Section 3. Program Participants

Minority and women-owned business enterprises (s) shall be independently owned and operated and certified by the City of Orlando or Orange County in order to become eligible to participate in the Authority's program and only these firms will be considered when determining minority and women-owned business participation objective. Firm(s) participating in the Unified Certification Program (UCP) identified by the Florida Department of Transportation as a Disadvantaged Business Enterprise (DBE) will also be accepted, but must be independently owned and operated ~~minority or women-owned business;~~

Independently owned and operated is defined as a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit an independent status.

Section 4. Waiver

At any time prior to the solicitation of a bid and after receipt of bids for a contract, the Executive Director may grant a partial or complete waiver of the D/M/WBE objectives for any contract in which it is demonstrated that minority participation cannot reasonably be achieved, or due to consideration of property, public safety, and health, including financial impact to the Authority.

Section 5. Prompt Payment

On initial payment, contractors must assure that all subcontractors and material suppliers having interest in the contract will receive prompt payment. The Authority will not make any

progress payments after the initial payment until the contractor certifies that appropriate funds have been disbursed to all subcontractors and suppliers out of the previous progress payments received by the contractors, unless the contractor demonstrates good cause for not making the required payment and furnishes written notification of any such good cause to both the Authority and the affected subcontractors and suppliers.

Section 6. Payment Assistance

On contracts in which D/M/WBEs bid as prime contractors, the Executive Director may allow joint checks payable to a disadvantaged, minority or women-owned business enterprise and its primary material or supply house. Payment assistance is provided as outlined in the program procedures. The utilization of this Policy shall not in any way be construed to create a contractual relationship between the Authority and the supply or material house(s). It is solely for the benefit and assistance to disadvantaged, minority and women-owned businesses. For the purpose of filing IRS form 1099, the total amount of any joint payment shall be considered payment only to the disadvantaged, minority or women-owned business enterprise.

Section 7. ~~Business Development and~~Supplier Diversity Outreach

The Authority's ~~Equal Opportunity and Business Development~~Supplier Diversity Program Policy is intended to provide outreach and is designed to assist D/-M/WBEs in overcoming their economic disadvantage by providing assistance as may be necessary and appropriate to awarded Authority contractors and to strengthen their ~~financial and managerial~~ skills to compete in the private and public sectors.

Section 8. Commodities and Contractual Services

~~A p~~Minority and women-owned business enterprise participation objectives may be established in the procurement of commodities and contractual services that are competitively bidawarded. To meet the Authority's participation objectives, departments shall make every reasonable effort to utilize D/M/WBEs when available e and reasonable.

Section 9. Maintenance Contracts

The Authority's encourages D/-M/WBE participation for all maintenance contracts.

Section 10. Professional Services

The Authority encourages D/M/WBE participation for consultants and professional services contracts. The Authority will provide contracting opportunities for professional services pursuant to Section 287.055 Florida Statutes, known as the "Consultants Competitive

Negotiation Act” pursuant to the award of bonus points in the selection process. Bonus points will be provided for ~~minority and women-owned business~~ D/M/WBE participation on professional services contracts.

Section 11. Construction Contracts

The D/M/WBE participation objective may be applied on a project-by-project basis. In construction, the D/M/WBE participation objective will be considered on all construction contracts that are \$100,000 and above unless otherwise specified in the contract.

Section 12. License Requirement

If licensing is required in a specific area, credit for D/M/WBE subcontractors’ participation will be granted only for licensed subcontractors. Contracts for construction of toll plazas or any building incidental to the roadway system must be accomplished by a licensed contractor and/or FDOT prequalification as established in the scope of work. This includes projects for renovation, repair, addition, demolition and asbestos abatement.

Section 13. Good Faith Efforts

A proposing prime consultant or contractor must make a good faith effort to meet participation objectives. All bidders/respondents, including D/M/WBE bidders/respondents shall either meet the participation objectives or demonstrate in their bid or RFP response that good faith efforts were made, such as:

- 1) The bidder/respondent, at least seven days prior to the bid/RFP deadline, provided written notice to certified D/M/WBEs performing the type of work that the bidder/respondent intends to subcontract, advising the D/M/WBEs (a) of the specific work the bidder/respondent intends to subcontract; (b) that their interest in the contract is being solicited; and (c) how to obtain information about and review and inspect the contract plans and specifications;
- 2) The bidder/respondent selected economically feasible portions of the work to be performed by D/M/WBEs, including, where appropriate, breaking down contracts or combining elements of work into economically feasible units. The ability of the bidder/respondent to perform the work with its own work force will not excuse the bidder/respondent’s failure to meet participation objectives;
- 3) The bidder/respondent provided interested D/M/WBEs assistance in reviewing the contract plans and specifications;
- 4) The D/M/WBE objective was not met by other responsive bidders/respondents;

- 5) The bidder/respondent submits all quotations received from D/M/WBEs and for those quotations not accepted, a reasonable explanation of why the D/M/WBE will not be used during the course of the contract;
- 6) The bidder/respondent assisted interested D/M/WBEs in obtaining required bonding, lines of credit, or insurance, etc.;
- 7) The bidder/respondent selected subcontract types of work that match the capabilities of solicited D/M/WBEs.

The above list is not intended to be exclusive or exhaustive and the Authority will look not only at the different kinds of efforts that the bidder/respondent has made but also the quality, quantity and intensity of these efforts.

If a contractor's D/M/WBE participation falls below what has been approved by the Business Development-Supplier Diversity Department, the bidder must submit good faith effort documentation to the Business Development-Supplier Diversity Department for determination as to whether the contractor made a good faith effort to comply with the Authority's participation objectives.

Section 14. Responsibility/Monitoring

Monitoring will be conducted to ensure that contractors are complying with the objectives of the Authority's Business Development-Supplier Diversity Program Policy. The Director of Business Development-Supplier Diversity has the responsibility for providing guidance, technical assistance, ~~and~~ monitoring good faith efforts ~~and~~. ~~Authority contract managers are responsible for~~ monitoring contract performance and compliance in respect to those project(s) with a D/M/WBE objective.

- A. The D/M/WBE utilization summary shall be completed and submitted with the contractor's proposal. The D/M/WBE subcontractor(s) listed on the form shall not be changed without the prior written authorization from the Business Development-Supplier Diversity Director or designee.
- B. Unless approved in advance by the Authority, the contractor shall not perform work with its forces that has been identified on the utilization form to be performed by D/M/WBE firm(s). If ~~an~~ a D/M/WBE subcontractor is unable to successfully perform the work, the contractor shall make a good faith effort to replace that firm with another D/M/WBE firm and provide an updated utilization form prior to starting or proceeding with the subject item of work. The

Authority reserves the right to withhold or deny payment for work performed that does not comply with this article.

Section 15. Non-Performance and Remedies

Consultants and contractors found in non-compliance with their participation commitments may be suspended from bidding with the Authority for one (1) year if their good faith effort support documentation is not accepted by the ~~Business Development~~Supplier Diversity Director or designee.

The ~~Orlando-Orange County~~Central Florida Expressway Authority reserves the right to exercise any available remedy in the event of a contractor's failure to perform any of its obligations pursuant of the ~~Business Development~~Supplier Diversity Program Policy.

Section 16. Program Review

The ~~Business Development~~Supplier Diversity Director will review and evaluate the policy and procedures on an annual basis and will update the policy and related procedures as needed. Any policy change will be approved by the Authority's Board prior to implementation of such change.

Section 17. Sheltered Market Initiative for ~~Micro-Contracts~~Small Sustainable Business Enterprise Program

A. The Small Sustainable Business Enterprise (SSBE) Program provides the Authority with the opportunity to utilize a sheltered market; when at least three (3) businesses are available and capable of performing the scope of work identified within the solicitation. Only firms registered in the SSBE program are eligible to participate in the shelter market opportunity. Firm(s) participating in this program must perform at least fifty percent of the work designated within the scope of work unless approved by the Supplier Diversity Director or designee.

A.—

B. The SSBE Program allows the Authority to provide increased direct contracting opportunities to small businesses and will assist in the development of these businesses to become prime contractors and consultants. The Authority may designate specific

projects estimated up to \$5,000,000 for the SSBE Program. The primary objective of this policy is to enable small businesses to transition to the next level.

B.C. The SSBE Program Micro-Contracts Program is established in the Procurement Policy ~~as a procurement method to expedite the bidding and award process~~ for small contracts between \$50,000.00 and \$200,000.00; ~~f~~ For solicitations under the SSBE Micro-Contracts Program, ~~t~~ The Executive Director can authorize advertisement and award of these contracts in order to expedite the bidding and award process. ~~To assist in the development of local small minority and women-owned business enterprises, t~~ The Executive Director, in consultation with the Director ~~of Business Development of Supplier Diversity~~, may identify certain projects as appropriate for bidding and award under a sheltered market initiative for the SSBE program Micro-Contracts.

To qualify for the Sheltered Market Initiative for the Micro-Contracts SSBE program, firm(s) must be registered with the Authority and meet the following eligibility requirements:

- ~~1) Be a local small business enterprise which is defined as an independent business that is domiciled within Orange County Standard Metropolitan Statistical Area (SMSA). The SMSA includes Orange, Lake, Osceola and Seminole Counties.~~
- ~~2) Be independently owned and operated and employ 25 or fewer permanent full-time employees.~~
- ~~3) The firm's annual gross sales, averaged over the previous three years, cannot exceed the following:~~

a. Professional Consulting and Contractual Services	\$ 500,000.00
b. Commodities	\$1,000,000.00
c. Construction	\$3,000,000.00

~~To be considered an M/WBE, the contractor must be certified as an M/WBE by Orange County, the City of Orlando or a DBE by the Florida Department of Transportation and must be a minority or women-owned business.~~

~~The Procurement Procedures Manual includes the process and guidelines for administering the Micro-Contracts Program.~~

~~Section 18. Small Sustainable Business Enterprise Program~~

~~The Small Sustainable Business Enterprise (SSBE) Program provides the Authority the opportunity to identify projects for a sheltered market procurement to provide local, small M/WBE businesses with more prime contract opportunities. To accomplish this objective, the Authority may annually establish participation objectives.~~

~~The SSBE Program allows the Authority to provide increased direct contracting opportunities to small businesses and will assist in the development of these businesses to become prime contractors and consultants. The Authority may designate specific projects estimated up to \$5,000,000 for the SSBE Program. The primary objective of this policy is to enable small businesses to transition to the next level for sustainability.~~

~~In order to participate in the Authority's Small Sustainable Business Enterprise Program a firm must meet the following eligibility criteria:~~

- ~~1)~~ 1) The business must be locally domiciled within Orange County SMSA (Orange, Lake, Osceola and Seminole Counties);
- ~~2)~~ 2) The firm must be independently owned and operated and providing a commercially useful function for one (1) year prior to submittal.

- ~~3)~~ 3) The Business employs 50 or fewer employees

- ~~1)~~ 1) The firm must be independently owned

- ~~2)4)~~ 2)4) Owner(s) must be a legal residents of the State of Florida.

- ~~3)5)~~ 3)5) The firm's annual gross sales, averaged over the previous three years, cannot exceed the following:

- a. Commodities

\$52,000,000.00

- b. Professional ~~Consulting and Contractual~~ Services

\$105,000,000.00

c. Construction
\$~~2015~~,000,000.00

- 6) Obtain all required state/local licenses, certificate of business etc.. required to perform lines of business. Section 12 of this policy defines License Requirements.

Firm(s) participating in the SSBE program must resubmit annually in order to stay active in the program.

- ~~4) For M/WBE applicants, in addition to meeting the three criteria above, the firm must be certified as M/WBE by Orange County government, the City of Orlando or as a DBE by FDOT (Florida Department of Transportation) and be a minority or woman-owned business.~~

D. Graduation

Firm(s) that no longer meet the eligibility requirements stated in the Section 17 C above shall graduate from the SSBE program. Firm(s) shall be allowed to remain eligible to participate in contract(s) and bids/RFP's submitted prior to graduation.

Section 18 Disadvantaged Business Enterprise (DBE) Program Requirements

It is the policy of the Central Florida Expressway Authority (CFX) that a disadvantaged program be established as defined by 49 Code of the Federal Regulations (CFR) Part 26, which shall have an opportunity for DBE firm(s) to participate in the performance of CFX. The objectives of the United States Department of Transportation (DOT) DBE program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards help remove barriers to participate, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility and ensure narrow tailoring of the program. CFX has received approval from Federal Highway Administration to adopt and use the Florida Department of Transportation (FDOT) race neutral program goal and DBE contract specifications, as applicable

CFX and its contractors shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform on DOT federally funded contracts in a non-discriminatory environment

CFX shall require its contractors to not discriminate on the basis of race, color, national origin, and sex in the award and performance of federally funded contracts. Each DOT federally funded

contract CFX signs with a contractor and each subsequent subcontract the prime signs with lower tier contractors will include the following assurance:

- a. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Section 19 Management and Technical Assistance

The Authority may provide management guidance, technical assistance, training and mentorship to participants of the ~~_Sheltered Market Initiative for Micro-Contracts and the~~ SSBE Program. The Authority may also refer participants to financial and bond assistance providers. In addition, the Authority may assist participating firms with reasonable up-front costs as determined on a project by project basis.

Central Florida Expressway Authority

Supplier Diversity Program Policy

Central Florida Expressway Authority

Supplier Diversity Program Policy

Section 1. Mission of the Supplier Diversity Program

The mission of the Central Florida Expressway Authority (hereinafter referred to as the "Authority") Supplier Diversity Program is to provide small, disadvantaged business enterprise (DBE), minority and women-owned business enterprises (M/WBE) with an equal opportunity and equal access to participate in the Authority's procurement activities.

- A. To further stimulate the local economy, it is the intent of the Authority to assist qualified small disadvantaged, minority and women-owned business enterprises to bid as prime contractors; to joint venture when necessary with other established non-minority and minority contractors, and to bid as subcontractors. The Authority sets a 15% disadvantaged, minority and women-owned (D/M/WBE) business enterprise participation objective for CFX funded projects in the areas of: Construction, maintenance, professional services, and commodities.
- B. The Supplier Diversity Director, Procurement Director or designee and an appropriate Department Representative shall review each proposed project (bid or request for proposal) to determine the potential for subcontracting and for utilizing D/M/WBEs, considering the scope of work and available D/M/WBE's to potentially perform the work.
- C. The D/M/WBE objective for individual bids/RFPs may be higher or lower than the participation objective stated in Section A above. The objective reflects realistic D/M/WBE availability for the particular project. The objective placed in a solicitation is considered to be the minimum level of D/M/WBE participation expected for a particular procurement. The Authority may grant an exemption to a particular respondent based upon documented good faith efforts.
- D. In cases where it is not reasonable to set a D/M/WBE objective, the Supplier Diversity Director may encourage the utilization of D/M/WBE through the bidder/respondent's purchase of goods and/ or services.

Section 2. Equal Employment Opportunity

It is the policy of the Authority to encourage equal employment opportunity for minority and women in the work force by contractors and consulting firms. Contractors and consulting firms doing business with the Authority are encouraged to hire local minorities and women as employees when performing on Authority contracts.

Section 3. Program Participants

Minority and women-owned business enterprise(s) shall be independently owned and operated and certified by the City of Orlando or Orange County in order to become eligible to participate in the Authority's program objective. Firm(s) participating in the Unified Certification Program (UCP) identified by Florida Department of Transportation as a Disadvantaged Business Enterprise (DBE) will also be accepted, but must be independently owned and operated;

Independently owned and operated is defined as a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit an independent status.

Section 4. Waiver

At any time prior to the solicitation of a bid and after receipt of bids for a contract, the Executive Director may grant a partial or complete waiver of the D/M/WBE objective for any contract in which it is demonstrated that participation cannot reasonably be achieved, or due to consideration of property, public safety, and health, including financial impact to the Authority.

Section 5. Prompt Payment

On initial payment, contractors must assure that all subcontractors and material suppliers having interest in the contract will receive prompt payment. The Authority will not make any progress payments after the initial payment until the contractor certifies that appropriate funds have been disbursed to all subcontractors and suppliers out of the previous progress payments received by the contractors, unless the contractor demonstrates good cause for not making the required payment and furnishes written notification of any such good cause to both the Authority and the affected subcontractors and suppliers.

Section 6. Payment Assistance

On contracts in which D/M/WBEs bid as prime contractors, the Executive Director may allow joint checks payable to a disadvantaged, minority or women-owned business enterprise and its primary material or supply house. Payment assistance is provided as outlined in the program procedures. The utilization of this Policy shall not in any way be construed to create a contractual relationship between the Authority and the supply or material house(s). It is solely for the benefit and assistance to disadvantaged, minority and women-owned businesses. For the purpose of filing IRS form 1099, the total amount of any joint payment shall be considered payment only to the disadvantaged, minority or women-owned business enterprise.

Section 7. Supplier Diversity Outreach

The Authority's Supplier Diversity Program is intended to provide outreach and is designed to assist D/M/WBEs in overcoming their economic disadvantage by providing assistance as may be necessary and appropriate to awarded Authority contractors and to strengthen their skills to compete in the private and public sectors.

Section 8. Commodities and Contractual Services

A participation objective may be established in the procurement of commodities and contractual services that are competitively bid. To meet the Authority's participation objective, departments shall make every reasonable effort to utilize D/M/WBEs when available and reasonable.

Section 9. Maintenance Contracts

The Authority's encourages D/M/WBE participation for all maintenance contracts.

Section 10. Professional Services

The Authority encourages D/M/WBE participation for consultants and professional service contracts. The Authority will provide contracting opportunities for professional services pursuant to Section 287.055 Florida Statutes, known as the "Consultants Competitive Negotiation Act" pursuant to the award of bonus points in the selection process. Bonus points will be provided for D/M/WBE participation on professional service contracts.

Section 11. Construction Contracts

The D/M/WBE participation objective may be applied on a project-by-project basis. In construction, the D/M/WBE participation objective will be considered on all construction contracts that are \$100,000 and above unless otherwise specified in the contract.

Section 12. License Requirement

If licensing is required in a specific area, credit for D/M/WBE subcontractors' participation will be granted only for licensed subcontractors. Contracts for construction of toll plazas or any building incidental to the roadway system must be accomplished by a licensed contractor and/or FDOT prequalification as established in the scope of work. This includes projects for renovation, repair, addition, demolition and asbestos abatement.

Section 13. Good Faith Efforts

A proposing prime consultant or contractor must make a good faith effort to meet participation objectives. All bidders/respondents, including D/M/WBE bidders/respondents shall either meet the participation objective or demonstrate in their bid or RFP response that good faith efforts were made, such as:

- 1) The bidder/respondent, at least seven days prior to the bid/RFP deadline, provided written notice to certified D/M/WBEs performing the type of work that the bidder/respondent intends to subcontract, advising the D/M/WBEs (a) of the specific work the bidder/respondent intends to subcontract; (b) that their interest in the contract is being solicited; and (c) how to obtain information about and review and inspect the contract plans and specifications;
- 2) The bidder/respondent selected economically feasible portions of the work to be performed by D/M/WBEs, including, where appropriate, breaking down contracts or combining elements of work into economically feasible units. The ability of the bidder/respondent to perform the work with its own work force will not excuse the bidder/respondent's failure to meet participation objectives;
- 3) The bidder/respondent provided interested D/M/WBEs assistance in reviewing the contract plans and specifications;
- 4) The D/M/WBE objective was not met by other responsive bidders/respondents;
- 5) The bidder/respondent submits all quotations received from D/M/WBEs and for those quotations not accepted, a reasonable explanation of why the D/M/WBE will not be used during the course of the contract;
- 6) The bidder/respondent assisted interested D/M/WBEs in obtaining required bonding, lines of credit, or insurance, etc.;
- 7) The bidder/respondent selected subcontract types of work that match the capabilities of solicited D/M/WBEs.

The above list is not intended to be exclusive or exhaustive and the Authority will look not only at the different kinds of efforts that the bidder/respondent has made but also the quality, quantity and intensity of these efforts.

If a contractor's D/M/WBE participation falls below what has been approved by the Supplier Diversity Department, the bidder must submit good faith effort documentation to the Supplier Diversity Department for determination as to whether the contractor made a good faith effort to comply with the Authority's participation objectives.

Section 14. Responsibility/Monitoring

Monitoring will be conducted to ensure that contractors are complying with the objective of the Authority's Supplier Diversity Program Policy. The Supplier Diversity Director has the responsibility for providing guidance, technical assistance, monitoring good faith efforts and monitoring contract performance and compliance in respect to those project(s) with a D/M/WBE objective.

- A. The D/M/WBE utilization summary shall be completed and submitted with the contractor's proposal. The D/M/WBE subcontractor(s) listed on the form shall not be changed without the prior written authorization from the Supplier Diversity Director or designee.
- B. Unless approved in advance by the Authority, the contractor shall not perform work with its forces that has been identified on the utilization form to be performed by D/M/WBE firm(s). If a D/M/WBE subcontractor is unable to successfully perform the work, the contractor shall make a good faith effort to replace that firm with another D/M/WBE firm and provide an updated utilization form prior to starting or proceeding with the subject item of work. The Authority reserves the right to withhold or deny payment for work performed that does not comply with this article.

Section 15. Non-Performance and Remedies

Consultants and contractors found in non-compliance with their participation commitments may be suspended from bidding with the Authority for one (1) year if their good faith effort support documentation is not accepted by the Supplier Diversity Director or designee.

The Central Florida Expressway Authority reserves the right to exercise any available remedy in the event of a contractor's failure to perform any of its obligations pursuant of the Supplier Diversity Program Policy.

Section 16. Program Review

The Supplier Diversity Director will review and evaluate the policy and procedures on an annual basis and will update the policy and related procedures as needed. Any policy change will be approved by the Authority's Board prior to implementation of such change.

Section 17. Sheltered Market Initiative for Small Sustainable Business Enterprise Program

- A. The Small Sustainable Business Enterprise (SSBE) Program provides the Authority with the opportunity to utilize a sheltered market; when at least three (3) businesses are available and capable of performing the scope of work identified within the solicitation. Only firms registered in the SSBE program are eligible to participate in the shelter market opportunity. Firm(s) participating in this program must perform at least fifty percent of the work designated within the scope of work unless approved by the Supplier Diversity Director or designee.
- B. The SSBE Program allows the Authority to provide increased direct contracting opportunities to small businesses and will assist in the development of these businesses to become prime contractors and consultants. The Authority may designate specific projects estimated up to \$5,000,000 for the SSBE Program. The primary objective of this policy is to enable small businesses to transition to the next level.
- C. The SSBE Program is established in the Procurement Policy for small contracts between \$50,000.00 and \$200,000.00; for solicitations under the SSBE Program. The Executive Director can authorize advertisement and award of these contracts in order to expedite the bidding and award process. The Executive Director, in consultation with the Director of Supplier Diversity, may identify certain projects as appropriate for bidding and award under a sheltered market initiative for the SSBE program.

To qualify for the Sheltered Market Initiative for the SSBE program, firm(s) must be registered with the Authority and meet the following eligibility requirements:

- 1) The business must be locally domiciled within Orange County SMSA (Orange, Lake, Osceola and Seminole Counties)
- 2) The firm must be independently owned and operated and providing a commercially useful function for one (1) year prior to submittal.
- 3) The Business employs 50 or fewer employees

- 4) Owner(s) must be a legal resident of the State of Florida.
- 5) The firm's annual gross sales averaged over the previous three years, cannot exceed the following:

a. Commodities	\$5,000,000.00
b. Professional Services	\$10,000,000.00
c. Construction	\$20,000,000.00
- 6) Obtain all required state/local licenses, certificate of business etc.. required to perform lines of business. Section 12 of this policy defines License Requirements.

Firm(s) participating in the SSBE program must resubmit annually in order to stay active in the program.

D. Graduation

Firm(s) that no longer meet the eligibility requirements stated in the Section 17 C above shall graduate from the SSBE program. Firm(s) shall be allowed to remain eligible to participate in contract(s) and bids/RFP's submitted prior to graduation.

Section 18 Disadvantaged Business Enterprise (DBE) Program Requirements

It is the policy of the Central Florida Expressway Authority (CFX) that a disadvantaged program be established as defined by 49 Code of the Federal Regulations (CFR) Part 26, which shall have an opportunity for DBE firm(s) to participate in the performance of CFX. The objectives of the United States Department of Transportation (DOT) DBE program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards help remove barriers to participate, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility and ensure narrow tailoring of the program. CFX has received approval from Federal Highway Administration to adopt and use the Florida Department of Transportation (FDOT) race neutral program goal and DBE contract specifications, as applicable

CFX and its contractors shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform on DOT federally funded contracts in a non-discriminatory environment

CFX shall require its contractors to not discriminate on the basis of race, color, national origin, and sex in the award and performance of federally funded contracts. Each DOT federally funded

contract CFX signs with a contractor and each subsequent subcontract the prime signs with lower tier contractors will include the following assurance:

- a. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Section 19 Management and Technical Assistance

The Authority may provide management guidance, technical assistance, training and mentorship to participants of the SSBE Program. The Authority may also refer participants to financial and bond assistance providers. In addition, the Authority may assist participating firms with reasonable up-front costs as determined on a project by project basis.